



भारत का राजपत्र The Gazette of India

आधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 32]

नई दिल्ली, शनिवार, अगस्त 12, 1995/श्रावण 21, 1917

No. 32]

NEW DELHI, SATURDAY, AUGUST 12, 1995/SRAVANA 21, 1917

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय, और कानूनी कार्य मंत्रालय
(विधि कार्य विभाग)
न्यायिक अनुभाग
सूचना

नई दिल्ली, 20 जुलाई, 1995

क्रा. आ. 2152.—नोटरीज नियम, 1956 के नियम 6 के
अनुसरण में महम प्राधिकारी द्वारा यह सूचना दी जाती है कि
श्री अरुण कुमार सरकार, एडवोकेट ने उक्त प्राधिकारी को उक्त
नियम के नियम 4 के अधीन एक आवेदन इस बात
के लिए दिया है कि उसे सिलीगुड़ी, जिला दार्जिलिंग
(पश्चिम बंगाल) में व्यापार करने के लिए नोटरी के रूप
में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के
प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास
भेजा जाए।

[सं. 5 (112)/95 न्यायिक]
पी. सी. कन्नन, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE & CO. AFFAIRS

(Department of Legal Affairs)

Judicial Section

NOTICE

New Delhi, the 20th July, 1995

S.O. 2152.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Arun Kumar Sarkar, Advocate for appointment as a Notary to practise in Siliguri, District Darjeeling (West Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(112)/95-Judl.]

P. C. KANNAN, Competent Authority

गुजरा

गुजरा

नई दिल्ली, 21 जुलाई, 1995

नई दिल्ली, 24 जुलाई, 1995

का. आ. 2153.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री हरदेव सिंह महमी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे नवाशहर (पंजाब) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (117) /95-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 21st July, 1995

S.O. 2153.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Hardev Singh Mehmi, Advocate for appointment as a Notary to practise in Nawanshahar (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(117)/95-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 21 जुलाई, 1995

का. आ. 2154.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्रीमती टी. एस. मणि, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे वीरपेट, जिला कोडागु (कर्नाटक) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (118) /95 न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 21st July, 1995

S.O. 2154.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Smt. T. S. Mani, Advocate for appointment as a Notary to practise in Virapet, Distt. Kodagu (Karnataka).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(118)/95-Judl.]

P. C. KANNAN, Competent Authority

का. आ. 2155.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सीतल रंजन साहा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे मयाभंगा, सब डिविजन, जिला कूच बिहार (पश्चिम बंगाल राज्य में) व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (119) /95 न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1995

S.O. 2155.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Sital Ranjan Saha, Advocate for appointment as a Notary to practise in Mathabhanga Sub-Div. Distt. Cooch Behar (West Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(119)/95-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1995

का. आ. 2156.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राहुल वर सैन सूद, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गाज़ियाबाद, उत्तर प्रदेश में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (120) /95-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1995

S.O. 2156.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Rahul Var Sain Sood, Advocate for appointment as a Notary to practise in Ghaziabad (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(120)/95-Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1995

का. आ. 2157.—नोटरीज नियम, 1956 के नियम 6 के प्रावधान में तथा राष्ट्रियता द्वारा यह सूचना दी जाती है कि श्री दीपक भगवान दास अग्रवाल एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन दस बात के लिए दिया है कि उसे वर्धा सिटी (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का अपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (120)/95-न्यायिक]

पी. सी. कण्णन् सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1995

S.O. 2157.—Notice is hereby given by the Competent Authority in pursuance of Rule 6(a) of the Notaries Rules, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Deepak Bhagandas Agarwal, Advocate for appointment as a Notary to practise in Wardha City (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. P. 5(120)/95-Judl.]

P. C. KANNAN, Competent Authority

कार्मिक, लोक शिकायत तथा पेशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 26 जुलाई, 1995

का. आ. 2158.—केन्द्रीय सरकार दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय अन्वेषण व्यूरो के निम्नलिखित अभियोजन अधिकारियों को, भारत के ऐसे किसी राज्य या संघ शासित क्षेत्र में, जिस पर पूर्वोक्त धारा के उपबंध लागू होते हैं, विधि द्वारा स्थापित विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों का और पुनरीक्षण या अपील न्यायालयों में इन मामलों में उद्भूत अपीलों, पुनरीक्षणों या अन्य विषयों के संचालन के लिए विशेष लोक अभियोजक नियुक्त करती है।

सर्व श्री

1. ईजाज सलीम खान
2. एस. के. सक्सेना
3. वीरेन्द्र कुमार
4. के. एन. ठाकुर
5. एस. पी. राय
6. ए. के. गौतम

7. जीत राम कसाना
8. हरदीप सिंह ओबराय
9. अंकुर सरकार
10. गोपाल शरण
11. रवीन्द्र नाथ दास
12. बी. बी. बादामी
13. अजित कुमार देव
14. के. जनार्दन
15. पी. गोविन्दन
16. के. आर. मल्लेशा
17. टी. एम. चांदी
18. डी. राजमणि
19. सलीश अरविन्दाक्षन
20. ए. के. मिश्रा
21. एन. महालिंगम

[संख्या 225/18/95-ए. वी. डी. -II]

एस. सौंदर राजन, अवसर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 26th July, 1995

S.O. 2158.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following prosecuting officers of the Central Bureau of Investigation as Special Public Prosecutors for the conduct of cases instituted by the Delhi Special Police Establishment in Trial Courts and appeals/revisions or other matters arising out of these cases in revisional or appellate Courts, established by law in any State or Union Territory to which the provisions of the aforesaid Section apply.

S/Shri

1. Ijaz Salim Khan
2. S. K. Saxena
3. Veerendra Kumar
4. K. S. Thakur
5. M. V. Rao
6. A. K. Gautam
7. Jit Ram Kasana
8. Hardip Singh Oberai
9. Ankur Sarkar
10. Gopal Sharan
11. Rabindranath Dash
12. B. B. Badami
13. Ajit Kumar Deb
14. K. Janardhan
15. P. Govindan
16. K. R. Malatesha
17. T. M. Chanday
18. D. Rajamani
19. Salish Aravindakshan
20. A. K. Mishra
21. N. Mahalingam

[No. 225/18/95-AVD, II]

S. SUNDAR RAJAN, Under Secy.

नई दिल्ली, 31 जुलाई, 1995

का. आ. 2159.—केन्द्रीय सरकार आतंकवादी और विध्वंसकारी गतिविधि (निवारण) अधिनियम, 1987 (1987 का एक्ट 28) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के अन्तर्गत असम राज्य में उपरोक्त अधिनियम की धारा 9 के अन्तर्गत गठित नामित न्यायालय में दिल्ली विशेष पुलिस संगठन द्वारा जांच किए गए अथवा मामला संख्या आरसी 2 (एस) 89/एस आई यू.-5/एस आई सी-2 एम पीई नई दिल्ली (एफ आई. आर.-152 (4)/89 थाना ईम्फाल) (कुमारी वंदना मलिक तथा अन्य हत्याकांड) और उससे जुड़े अथवा उसके साथ घटित अन्य मामलों को संचालित करने के लिए एतद्वारा श्री डी. के. दास, अधिवक्ता गुवाहाटी, को गठित नामित न्यायालय में संचालित करने के लिए, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225/23/95-ए. बी. डी.-II (ii)]

एस. सींदर राजन, अवर सचिव

New Delhi, the 31st July, 1995

S.O. 2159.—In exercise of the powers conferred by the proviso to sub-section (1) of section 13 of the Terrorist and Disruptive Activities (Prevention) Act, 1987 (Act No. 28 of 1987) the Central Government hereby appoints Shri D. K. Dass, Advocate, Guwahati as Special Counsel for conducting case RC. 2(S)/89-SIU.V-CBI/SPE/New Delhi (FIR No. 152 (4) 89 P. S. Imphal) (Miss Vandana-Malik and others murder case) and any other matter connected therewith or incidental thereto, in the Designated Court at Imphal constituted under the provisions of Section 9 of Terrorist and Disruptive Activities (Prevention) Act, 1987.

[No. 225/23/95-AVD.II (ii)]

S. SOUNDER RAJAN, Under Secy.

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2160.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का एक्ट 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री डी. के. दास, अधिवक्ता, गुवाहाटी, को मामला संख्या 5/एस/89/एस.आई.यू.-5/सी.बी.आई./एस.आई.सी.-2/एम.पी.ई./नई दिल्ली एफ. आई. आर. नं. 85/88 थाना कोकरझार (कोकरझार गैंग बनावटकार कांड) और उससे जुड़े अथवा उसके साथ घटित अन्य मामलों के लिए, जो मात्र न्यायालय गुवाहाटी में संबद्ध हैं, विशेष लोक अभियोजक नियुक्त करती है।

[गं. 225/23/95-ए.बी.डी.-II(i)]

एस. सींदर राजन, अवर सचिव

New Delhi, the 31st July, 1995

S.O. 2160.—In exercise of the powers conferred by the proviso to sub-class (8) of Section 24 of the code of Criminal Procedure 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri D. K. Dass, Advocate, Guwahati as Special Counsel for conducting case RC. 5(S)/89-SIU.V/SPE/New Delhi (FIR No. 85/88 P. S.-Kokrajahar) (Kokrajahar gang rape case) and any other matter connected therewith or incidental thereto, in the Sessions Court at Guwahati.

[No. 225/23/95-AVD.II(i)]

S. SOUNDER RAJAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 12 जून, 1995

आयकर

का. आ. 2161.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "रजनी राजा ट्रस्ट, मद्रास" को कर-निर्धारण वर्ष 1995-96 से 1997-98 तक के लिए निम्नलिखित शर्तों के अधीन रखते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिणी इसकी आय का हस्तान्तरण अथवा इसकी आय का हस्तमाल करने के लिए इसका संवयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है,
- (ii) कर निर्धारिणी उक्त उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिनाम के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिणी के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संश्लेष में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9784/पा. सं. 197/35/95 आयनि.]

एच. के. चौधरी, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 12th June, 1995

(INCOME-TAX)

S.O. 2161.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Rajani Raja Trust, Madras" for the purpose of the said sub-clause for the assessment years 1995-96 to 1997-98 subject to the following conditions, namely :—

- (a) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9784/F. No. 197/35/95-ITA-I]
H. K. CHOUDHARY, Under Secy.

नई दिल्ली, 29 जून, 1995

आयकर

का. भा. 2162.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री काशी मठ संस्थान, बंबई" को कर निर्धारण वर्ष 1993-94 से 1995-96 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा (11) की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (ज्वेलर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार में प्राप्त लाभ तथा अभिनाश के रूप में हो जब तक कि ऐसा

कारोबार उक्त कर निर्धारितो के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग में लेखा पुस्तिकाएं नहीं रखी जानी हों।

[अधिसूचना सं. 9800/का. सं. 197/36/95 आयकर नि-1]
एन. के. चौधरी, अवसर सचिव

New Delhi, the 29th June, 1995

(INCOME-TAX)

S.O. 2162.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Kashi Math Samsthan, Bombay" for the purpose of the said sub-clause for the assessment years 1993-94 to 1995-96 subject to the following conditions, namely :—

- (a) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9800/F. No. 197/36/95-ITA-I]

H. K. CHOUDHARY, Under Secy.

नई दिल्ली, 7 जुलाई, 1995

मुख्यालय स्थापना

का. भा. 2163.—केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का सं. 54) के खंड 3 के उपखंड (2) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय राजस्व सेवा (आयकर) के अधिकारी श्री पी. एन. मिश्र जो इससे पूर्व महानिदेशक (आयकर जांच), बम्बई में तैनात थे, को दिनांक 3-7-95 (पूर्वाह्न) से और अगले आदेशों तक केन्द्रीय प्रत्यक्ष कर बोर्ड में सदस्य के रूप में नियुक्त करती है।

[फा. सं. ए 19011/6/95 प्रशा. I]

बी.के. मेहता, अवसर सचिव

New Delhi, the 7th July, 1995

HEADQUARTERS ESTABLISHMENTS

S.O. 2163.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Central Board of Revenue Act, 1963 (No. 54 of 1963), the Central Government hereby appoints Shri P. N. Mittal, an officer of Indian Revenue Service (Income Tax) and formerly posted as Director General (IT-Investigation), Bombay as Member of the CBDT with effect from the forenoon of the 3rd July, 1995 and until further orders.

[F No A. 19011/6/95-Ad.I]

B. K. MEHTA, Under Secy.

नई दिल्ली, 7 जुलाई, 1995

मुख्यालय स्थापना

का.आ. 2164.—केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54) के खंड 3 के उपखंड-2 में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय राजस्व सेवा (आयकर) के अधिकारी और केन्द्रीय प्रत्यक्ष कर बोर्ड में सदस्य के पद पर तैनात श्री एन.आई. रंगाचारी को 30 जून, 1995 के अपराह्न में और अगला आदेश होने तक केन्द्रीय प्रत्यक्ष कर बोर्ड में अध्यक्ष के रूप में नियुक्त करती है।

[फा. सं. ए-19011/13/93-प्रणा. I]

बी.के. मेहता, अवर सचिव

New Delhi, the 7th July, 1995

HEADQUARTERS ESTABLISHMENT

S.O. 2164.—In exercise of the powers conferred by Sub-section (2) of Section 3 of the Central Board of Revenue Act, 1963 (54 of 1963), the Central Government hereby appoints Shri N. I. Rangachari, an officer of Indian Revenue Service (Income-tax) and posted as Member, Central Board of Direct Taxes as Chairman of the CBDT with effect from the afternoon of the 30th June, 1995 and until further orders.

[F. No. A. 19011/13/93-Ad.I]

B. K. MEHTA, Under Secy.

नई दिल्ली, 10 जुलाई, 1995

मुख्यालय स्थापना

का.आ. 2165.—केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54) के खंड 3 के उपखंड (2) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय राजस्व सेवा (सीमा और उत्पाद शुल्क) के अधिकारी श्री बी.के. अग्रवाल, जो इससे पूर्व महानिदेशक, राजस्व आसूचना निदेशालय में तैनात थे, को दिनांक 30-6-95 दोपहर बाद से और अगले आदेशों तक केन्द्रीय उत्पाद और सीमा शुल्क बोर्ड में सदस्य के रूप में नियुक्त करती है।

[फा. सं. ए 19011/55/95-प्रणा. I]

बी.के. मेहता, अवर सचिव

New Delhi, the 10th July, 1995

HEADQUARTERS ESTABLISHMENT

S.O. 2165.—In exercise of the powers conferred by Sub-section (2) of Section 3 of the Central Board of Revenue Act, 1963 (54 of 1963), the Central Government hereby appoints Shri B. K. Agarwal, an officer of Indian Revenue Service (Customs and Central Excise) and formerly posted as Director General, Directorate of Revenue Intelligence as Member of the C.B.E.C. with effect from the afternoon of the 30th June, 1995 and until further orders.

[F. No. A. 19011/55/95-Ad.I]

B. K. MEHTA, Under Secy

आदेश

नई दिल्ली, 17 जुलाई, 1995

स्टाम्प

का.आ. 2166.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उम शुल्क को माफ करती है जो कि न्यूक्लीयर पावर कार्पोरेशन ऑफ इंडिया लिमिटेड, नई दिल्ली द्वारा जारी किए जाने वाले मात्र छह सौ पचास करोड़ रु. के मूल्य के जी 14671801 से 20621800 और जी-3800001 से 4800000 तक की विशिष्ट संख्या वाले 595.00 करोड़ के श्रेणी "क" सुरक्षित विमोच्य असंचयी (करायेय) बंध-पत्रों और 1000-1000 रु. के 100.00 करोड़ के 10.5% की व्याज दर वाले श्रेणी "ख" सुरक्षित विमोच्य असंचयी (कर-मुक्त) बंध-पत्रों के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बंध-पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभाय है।

[सं. 17/95-स्टाम्प/फा.सं. 33/70/94-बि.क.]

एम. कुमार, अवर सचिव

ORDER

New Delhi, the 17th July, 1995

STAMPS

S.O. 2166.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes—described as category 'A' Secured Redeemable non-cumulative (Taxable) Bonds of Rs. 595.00 crores and category 'B' Bonds carrying rate of interest 10.5 per cent Secured Redeemable non-cumulative (Tax free) Bonds of Rs. 100.00 crores of Rs. 1000 each bearing distinctive Nos. G 14671801 to 20621800 and G 3800001 to 4800000 of the value of rupees Six hundred and Ninety Five crores only to be issued by Nuclear Power Corporation of India Limited, New Delhi are chargeable under the said Act.

[No. 17/95-Stamps/F. No. 33/70/94-ST]

S. KUMAR, Under Secy.

कार्यालय आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

जयपुर, 25 जुलाई, 1995

सीमा शुल्क

का.आ. 2167.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खंड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा शुल्क (एन टी) दिनांक-प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, महेंद्र पागड़, आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क, जयपुर एतद्वारा पान-अतिथि डी.पो.यू. स्थापित करते के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत

राजस्थान राज्य के जयपुर जिले में स्थित कानौता ग्राम को भण्डागार स्टेशन (वेयर हाऊसिंग स्टेशन) घोषित करना है।

[क्र.सं. 1 सीमा शुल्क (एन.टी. 95/का.सं.-VII]
(एच) 40/16/94/7100)]

महेन्द्र प्रसाद, आयुक्त

OFFICE OF THE COMMISSIONER OF CUSTOMS AND
CENTRAL EXCISE : JAIPUR (RAJ)

Jaipur, the 25th July, 1995
CUSTOMS

S.O. 2167.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94-Customs (NT) dated the 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under clause (a) of section 152 of the Customs Act, 1962, I, Mahendra Prasad, Commissioner of Customs, Jaipur hereby declare the village Kanota, in the District of Jaipur, State of Rajasthan, to be a warehousing station under section 9 of the Customs Act, 1962 for the purposes of setting up of 100 per cent Export Oriented Unit.

[No. 1 Cus (NT) 95/F. No. VIII(H) 40/16/94/7100]
MAHENDRA PRASAD, Commissioner

जयपुर, 25 जुलाई, 1995

सीमा शुल्क

का.आ. 2168.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खंड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या-33/94-सीमा शुल्क (एन टी) दिनांक प्रथम, जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, महेन्द्र प्रसाद, आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क, जयपुर एतद्वारा शत-प्रतिशत ई.ओ.यू. स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत राजस्थान राज्य के जयपुर जिले में स्थित कानौता ग्राम को भण्डागार स्टेशन (वेयर हाऊसिंग स्टेशन) घोषित करना है।

[क्र.सं. 1 सीमा शुल्क (एन टी.) 95/का.सं.-VIII
(एच) 40/16/94]

महेन्द्र प्रसाद, आयुक्त

Jaipur, the 25th July, 1995

CUSTOMS

S.O. 2168.—In exercise of the powers delegated to the undersigned vide Notification No. 33/94-CUSTOMS (NT) dated 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under clause (a) of section 152 of the Customs Act, 1962, I, Mahendra Prasad, Commissioner of Customs, Jaipur hereby declare the Village Kanota, in the District of Jaipur, State of Rajasthan, to be a warehousing Station under section 9 of the Customs Act, 1962 for the purposes of Setting up of 100 per cent Export Oriented Unit.

[No. 1 Cus (NT) 95/F. No. VIII(H) 40/16/94]
MAHENDRA PRASAD, Commissioner

आदेश

नई दिल्ली, 25 जुलाई, 1995

का.आ. 2169.—जबकि का.सं. 801/7/93-पिट एन डी पी एम दिनांक 9-3-93 के उपखंड के अंतर्गत संयुक्त सचिव भारत सरकार की स्थापक अधिवक्ता तथा मन्त्र प्रभावी पदार्थ अधिनियम खंड 3 उपखंड 1, 1988 के अंतर्गत अवैध व्यापार को रोकने के लिए विशेष रूप से शक्ति प्राप्त है, निदेश देने हैं कि श्री एम. फूलपांडीपुत्र श्री मूथिया थे वेर निवासी 27 गली शक्तिनगर, पोलायनी कोट्टाई तिरुनेलवली जिला तमिलनाडु को उसके द्वारा स्थापक अधिवक्ता के कब्जे तथा पारगमन को रोकने के लिए नजरबंद किया जाए तथा केन्द्रीय कारागार पलायमकोट्टाई तमिलनाडु में हिरामन में रखा जाए।

2. जबकि केन्द्रीय सरकार यह समझती है कि उपर्युक्त व्यक्ति फरार होने अथवा अपने आपको छिपाने की चेष्टा करता है ताकि आदेश का कार्यान्वयन किया जा सके।

3. अतः अब उक्त अधिनियम के खंड 8 के उपखंड (1) कथॉज (ख) में विहित शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त व्यक्ति इस आदेश के सरकारी गजट में प्रकाशित होने के 10 दिनों के भीतर सीमाशुल्क तथा उत्पाद शुल्क आयुक्त 4 ए-डिंडीगुल रोड तिरुचिरापल्ली-620001, तमिलनाडु के सामने प्रस्तुत हो।

[का.सं. 801/7/93-पिट एन डी पी एम]
बी.के. अरोड़ा, अवर सचिव

ORDER

New Delhi, the 25th July, 1995

S.O. 2169.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 issued order F. No. 801/7/93-PITNDPS, dated 9-3-1993 under the said sub-section directing that Shri M. Poolpandi S/o Shri Muthia Thever r o 27th Street, Shanthi Nagar, Kolayani Kottai, Tirunelveli, District Tamil Nadu be detained and kept in custody in the Central Prison Palayamkottai Tamil Nadu with a view to preventing him from engaging in possession and transportation of Narcotic Drugs.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of powers conferred by clause (b) of sub-section (1) of Section 8 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Customs & Central Excise 4 A, Dindigul Road, Tiruchirappalli-620001, Tamil Nadu within 10 days of the publication of this order in the Official Gazette.

[F. No. 801/7/93-PITNDPS]
B. K. ARORA, Under Secy.

आदेश

(आर्थिक कार्य विभाग)

नई दिल्ली, 27, जुलाई, 1995

(बैंकिंग प्रभाग)

नई दिल्ली, 1 अगस्त, 1995

का.आ. 2170—चूंकि संयुक्त सचिव, भारत सरकार को स्वापक औषध तथा मनःप्रभावी पदार्थ अधिनियम, 1988 की धारा 3 की उपधारा (1) के अधीन जारी आदेश विनांक 30-4-92 का.सं. 801/18/92 पिट एन डी पी एस के अंतर्गत अवैध व्यापार को रोकने के लिए विशेष रूप से शक्ति प्राप्त है, निदेश देते हैं कि श्री अजीज भाई तथा अजीज लाला पुत्र श्री अब्दुर रहमान निवासी 5-बी-41 विज्ञान नगर पुलिस थाने के पीछे कोटा (राज.) को उसके द्वारा स्वापक औषधों के पारगमन में शामिल तथा अश्वप्रेरित होने को रोकने के लिए नजरबंद किया जाए तथा केन्द्रीय कारागार उदयपुर (राज.) में हिरासत में रखा जाए।

2. चूंकि केन्द्रीय सरकार यह समझती है कि उपर्युक्त व्यक्ति फरार होने अथवा अपने आपको छिपाने की चेष्टा करता है ताकि आदेश को क्रियान्वित न किया जा सके।

3. अतः अब उक्त अधिनियम की धारा 8 की उपधारा (1) क्लॉज (ख) में विहित शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि उपर्युक्त व्यक्ति इस आदेश के सरकारी गजट में प्रकाशित होने के 10 दिनों के भीतर पुलिस उप महानिदेशक (रेंज) कोटा (राज.) या पुलिस अधीक्षक, कोटा (राज.) के सामने प्रस्तुत हो।

[का.सं. 801/18/92-पिट एन डी पी एस]

बी.के. अरोड़ा, अवर सचिव

ORDER

New Delhi, the 27th July, 1995

S.O. 2170.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 issued order F. No. 801/18/92-PITNDPS dated 30-4-1992 under the said sub-section directing that Shri Aziz Bhai @Aziz Lala S/o Shri Abdur Rehman resident of 5-B-41, Vigyan Nagar, Opposite police Station, Kota (Rajasthan) be detained and kept in custody in the Central Jail, Udaipur (Rajasthan) with a view to preventing him from engaging in conspiring and abetting in the transportation of narcotic drugs.

2. Whereas the Central Government has reason to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of powers conferred by clause (b) of sub-section (1) of Section 8 of the said Act, the Central Government hereby directs the aforesaid person to appear before the DIG of Police (Range), Kota (Rajasthan) or the Superintendent of Police, Kota (Rajasthan) within 10 days of the publication of this order in the Official Gazette.

[F. No. 801/18/92-PITNDPS]

B. K. ARORA, Under Secy.

का.आ. 2171—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3(क) के साथ पठित उपधारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्—एतद्वारा श्री एच. कृष्णमूर्ति, बी-11, गुलमोहर पार्क, नई दिल्ली-110049 को 1 अगस्त, 1995 से आरम्भ होने वाली तीन वर्षों की अवधि के लिए “केनरा बैंक” के बोर्ड में निदेशक के रूप में नामित करती है।

[फ.सं. 9/35/92-बी.ओ. 1]

के.के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 1st August, 1995

S.O. 2171.—In exercise of the powers conferred by Clause (h) of sub-section (3) read with sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri H. Krishnamurthy, B-11, Gulmohar Park, New Delhi-110049 as Director of Canara Bank for a period of three years commencing on 1st August, 1995.

[F. No. 9/35/92-BO.1]

K. K. MANGAL, Under Secy

वाणिज्य मंत्रालय

नई दिल्ली, 31 जुलाई, 1995

(रबड़ नियंत्रण)

का.आ. 2182.—केन्द्रीय सरकार, रबड़ अधिनियम, 1947 (1947 का 24) की धारा 4 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री के.जे. मैथ्यू, भा.प्र.से. (के.एन. : 75) को, 7 जून, 1995 (पूर्वाह्न) में रबड़ बोर्ड, कोट्टायम का अध्यक्ष नियुक्त करती है।

[फा सं. 17(3)/95-प्लॉट(बी)]

एस. मित्रा, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 31st July, 1995

(RUBBER CONTROL)

S.O. 2172.—In exercise of the powers conferred by clause (a) of Sub-section (3) of section 4 of the Rubber Act, 1947

(Act No. 24 of 1947) the Central Government hereby appoints Shri K. J. Mathew, IAS (KL : 75) as Chairman of the Rubber Board, Kottayam with effect from the 7th June, 1995 (forenoon).

(Directorate General of Foreign Trade)
Des-III(Engg.) Section

New Delhi, the 1st August, 1995

[File No. 17(3)/95-Plant(B)
S. MITRA, Director

(विदेश व्यापार महानिदेशालय)

डी ई एस-3 (इंजीनियरिंग) अनुभाग

नई दिल्ली, 1 अगस्त, 1995

का.आ. 2173.—मैसर्स एशियन कंसोलिडेटेड इंडस्ट्रीज लि., एशियन हाउस, डी-193, ओखला इंडस्ट्रियल एरिया, फेस-1, नई दिल्ली-110020 को (अमेरिकन डालर 6,25,000.00) के निर्यात आभार सहित रु. 1,32,21,440.00 के लागत-बीमा-भाड़ा मूल्य हेतु अग्रिम लाइसेंस सं. पी/एल/3491958 दिनांक 15-3-95 और डी ई ई सी बुक सं. 150433 दिनांक 15-3-95 (भाग-1) (आयात) और 2 (निर्यात), जिसकी वैधता लाइसेंस के जारी होने की तारीख से 12 महीने की है, प्रदान किए गए थे। फर्म ने अब अग्रिम लाइसेंस (सीमाशुल्क/विनियम उद्देश्य प्रति/दोनों) और (डी ई ई सी बुक भाग-2 निर्यात) की डुप्लीकेट प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल प्रतियां गुम हो गईं/अस्थानस्थ हो गई हैं। फर्म ने आवश्यक शपथपत्र दाखिल किया है जिसके अनुसार उपरोक्त अग्रिम लाइसेंस किसी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं था तथा उसका उपयोग विल्कुल नहीं किया गया था। इस आशय की घोषणा का भी शपथपत्र में समावेश किया गया था कि यदि उक्त लाइसेंस/डी ई ई सी बुक बाद में मिल जाते हैं तो उन्हें जारी करने वाले प्राधिकारी को लौटा दिया जाएगा।

2. इस बात के संतुष्ट होने पर कि मूल अग्रिम लाइसेंस (सीमाशुल्क/विनियम उद्देश्य प्रति/दोनों) और डी ई ई सी बुक (भाग-2-निर्यात) गुम हो गए हैं अधोहस्ताक्षरी ने निदेश दिया कि आवेदक को डुप्लीकेट लाइसेंस (सीमाशुल्क/विनियम उद्देश्य प्रति/दोनों) और डी ई ई सी बुक (भाग-2-निर्यात) जारी किए जाने चाहिए। मैं भी, विदेश व्यापार (विकास और विनियमन) अधिनियम, 1992 की धारा-9 की उप-धारा (4) में प्रदत्त शक्तियों का इस्तेमाल करते हुए एतद्द्वारा मूल अग्रिम लाइसेंस सं. पी/एल/3491958 दि. 15-3-95 (सीमाशुल्क/विनियम उद्देश्य प्रति/दोनों) और डी ई ई सी बुक सं. 150433 दिनांक 15-3-95 (भाग-2-निर्यात) रद्द करती हूँ।

[फाइल सं. 01/81/40/842/ए.एम-95/डी ई एस-3/
1793]

रीता माथुर, उप महानिदेशक, विदेश व्यापार
उप महानिदेशक, विदेश व्यापार

S.O. 2173.—M/s. Asian Consolidated Industries Ltd., Asian House, D-193, Okhla Industrial Area, Phase-I, New Delhi-110020, were granted an Advance Licence No. P/L/3491958 dated 15-3-95 for CIF value of Rs. 1,32,21,440.00 (US \$ 4,19,063.00) with and Export Obligation of US \$ 6,25,000.00 alongwith DEEC Book No. 150433 dated 15-3-95 (Part-I-Import) & II (Export) with a validity of 12 months from the date of issue of the Licence. Now the firm have applied for grant of duplicate of Advance Licence (Customs/Exchange Purpose copy—both) and DEEC Book Part-II-Export on the ground that the same have been lost/misplaced. The firm have furnished necessary affidavit according to which the aforesaid Advance Licence was not registered with any Customs Authority and was not utilised at all. A declaration has also been incorporated in the affidavit to the effect that if the said licence/DEEC Book are traced later on, it will be returned to the Issuing Authority.

2. On being satisfied that the Original Advance Licence (Customs/Exchange Purpose copy—both) and DEEC (Part-II-Export) have been lost, the undersigned directed that duplicate Advance Licence (Customs/Exchange purpose copy—both) and DEEC Book (Part-II-Export) should be issued to the applicant. I also, in exercise of the powers conferred by sub-clause (4) of Clause 9 of the Foreign Trade (Development and Regulation) Act, 1992, hereby cancel the original Advance Licence no. P/L/3491958 dated 15-3-95 (Customs/Exchange purpose copy—both) and DEEC Book No. 150433 dated 15-3-95 (Part-II-Export).

[F. No. 01/81/40/842/AM-95/DPS-III/1793]
RITA MATHUR, Dy. Director General of Foreign Trade
For Director General of Foreign Trade

नागरिक प्रति उपभोक्ता मामले और

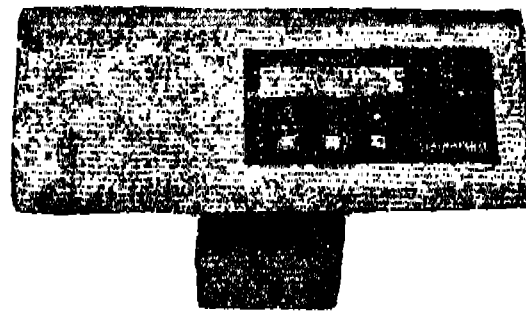
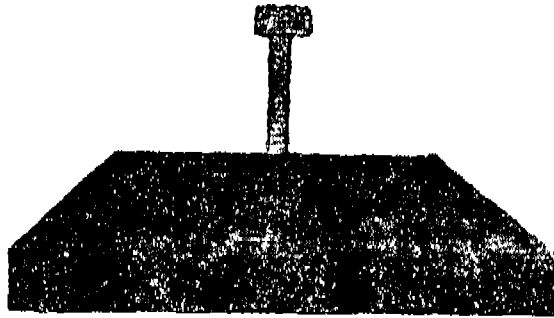
सार्वजनिक वितरण मंत्रालय

नई दिल्ली, 28 जुलाई, 1995

का.आ. 2174.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की शर्त में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करना रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए "ई डब्ल्यू" सीरीज वर्ग III टाइप के स्वतः सूचक गैर-स्वचालित अंकक तालन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स

प्रीसिजन इक्विपमेंट कं., गज्जार हाउस, अस्तोदिया रोड, अहमदाबाद-380 द्वारा किया गया है और जिसे अनुमोदन बिहून् आई. एन.डी. 09/94/58 समनुदेशित किया गया है, प्रमाणपत्र प्रकाशित करती है।



(आकृति)

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 3 टन और न्यूनतम क्षमता 20 कि. ग्राम है। सत्यापन मापमान अन्तर (ई) 1 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। आधार और प्लेटफार्म धाटिवक है। भारग्राही वर्गाकार आकृति का प्लेटफार्म है जिसका आकार 1500 × 1500 मि.मी. है। संप्रतीक का प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदेशित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।

आगे, केन्द्रीय सरकार, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अन्तर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है, विनिर्मित 1 टन × 500 ग्राम, 1 टन × 200 ग्राम, 2 टन × 500 ग्राम, 3 टन × 500 ग्राम, 5 टन × 2 किलोग्राम, 5 टन × 1 किलोग्राम, 25 टन × 5 किलोग्राम, 30 टन × 5 किलोग्राम, 40 टन × 10 किलोग्राम, 50 टन × 10 किलोग्राम, 60 टन × 20 किलोग्राम और 100 टन × 20 किलोग्राम की अधिकतम क्षमता के समस्त मेट्रिक, यथार्थता और उसी सीरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा. सं. डब्ल्यू.एम-21(30)/94]

राजीव श्रीवास्तव, संयुक्त सचिव

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS,
AND PUBLIC DISTRIBUTION

New Delhi, the 28th July, 1995

S.O. 2174.—Whereas the Central Government, after considering the report submitted to it by the prescribed autho-

rity, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

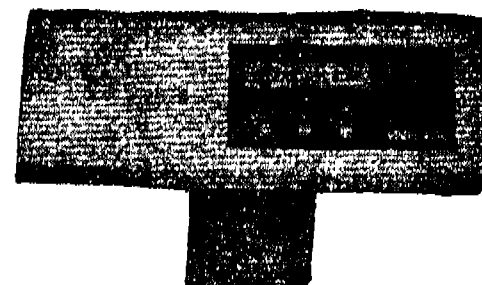
Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of self-indicating non-automatic digital weigh bridge of type "EW" series class III (hereinafter referred to as the Model) manufactured by

M/s. Precision Equipment Co.,
Gajjar House, Astodia Road,
Ahmedabad-380

is assigned the approval mark IND/09/94/58;

The Model (see figure) is a Medium accuracy (accuracy Class III) weighbridge with a maximum capacity of 3 tonne and minimum capacity of 20 kg. The verification scale interval (e) is 1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The base and the platform are metallic. The load receptor is a platform of square shape of sizes 1500 × 1500 millimetre. The LED display of character indicates the weighing result. The instrument operates on 230 volts, 50 hertz alternate current power supply.

Further, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 1 t × 500 g, 1 t × 200 g, 2 t × 500 g, 3 t × 500 g, 5 t × 2 kg, 5 t × 1 kg, 25 t × 5 kg, 30 t × 5 kg, 40 t × 10 kg, 50 t × 10 kg, 60 t × 20 kg, and 100 t × 20 kg manufactured by the same manufacturer in accordance with the same principle and and with the same materials with which, the approved Model has been manufactured.



[F. No. WM-21(30)/94]
RAJIV SRIVASTAVA, Jt. Secy.

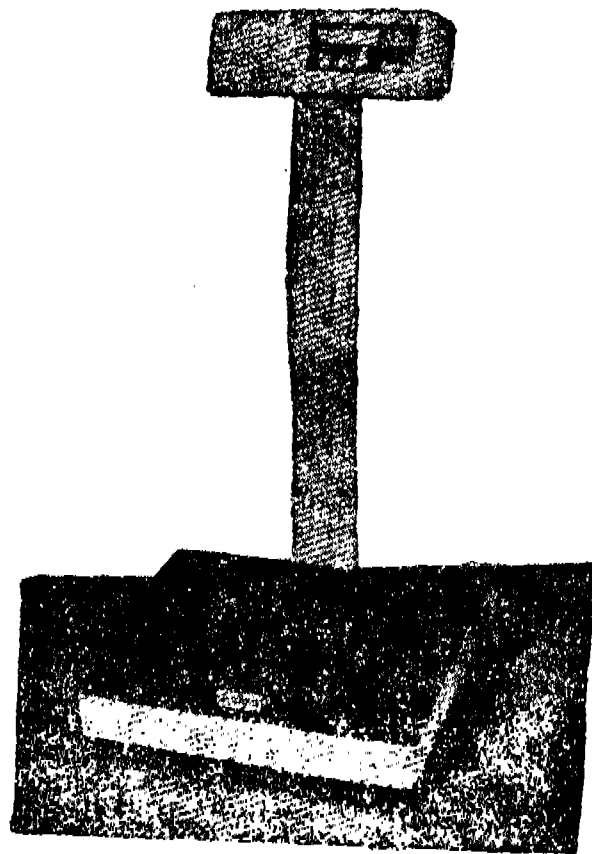
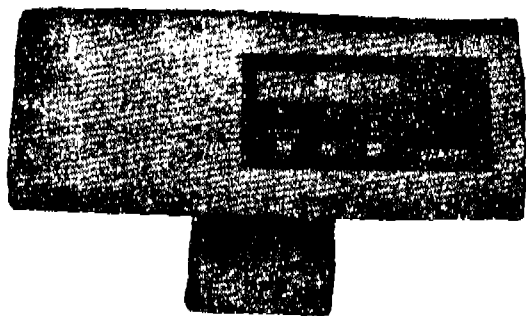
नई दिल्ली 28 जुलाई, 1995

का.आ. 2175.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, —————“ई पी” सीरीज की III टाइप के स्वतः सूचक गैर-स्वचालित अंकक तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका

विनिर्माण मैसर्स प्रीसिजन एक्ज्यूपमेन्ट कं. गज्जार हाउस अस्तोदिया रोड, अहमदाबाद-380 द्वारा किया गया है और जिसे अनुमोदन बिहून् आई.एन.डी. 09/94/59 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता-----100 किलोग्राम और न्यूनतम क्षमता 1 ग्राम है। सत्यापन मापमान अन्तर ई 50 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। आधार और प्लेटफार्म धात्विक है। भारग्राही आयातकार आकृत का प्लेटफार्म है जिसका आकार 500×400 मि.मी. है। संप्रतीक का प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आने केन्द्रीय सरकार, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त के अनुसार और उसी सामग्री में, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 50 किलोग्राम × 20 ग्राम, 50 किलोग्राम × 10 ग्राम, 60 किलोग्राम × 20 ग्राम, 60 किलोग्राम × 10 ग्राम, 100 किलोग्राम × 20 ग्राम, 120 किलोग्राम × 20 ग्राम, 200 किलोग्राम × 50 ग्राम, 250 किलोग्राम × 50 ग्राम, 300

किलोग्राम × 100 ग्राम, 300 किलोग्राम × 50 ग्राम, 500 किलोग्राम × 200 ग्राम, 500 किलोग्राम × 100 ग्राम, 500 किलोग्राम × 100 ग्राम, 500 किलोग्राम × 200 ग्राम, 600 किलोग्राम × 100 ग्राम, 1000 किलोग्राम × 500 ग्राम, 1000 किलोग्राम × 200 ग्राम और 2000 किलोग्राम × 500 ग्राम की अधिकतम क्षमता के समरूप मैक, यथार्थता और उसी सीरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा.सं. डब्ल्यू एम-21(30)/94]

राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 28th July, 1995

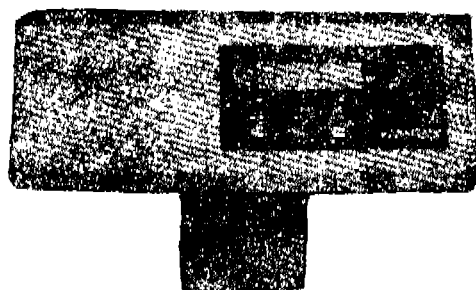
M/s. Precision Equipment Co.,
Gajjar House, Astodia Road,
Ahmedabad-380

S.O. 2175.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions ;

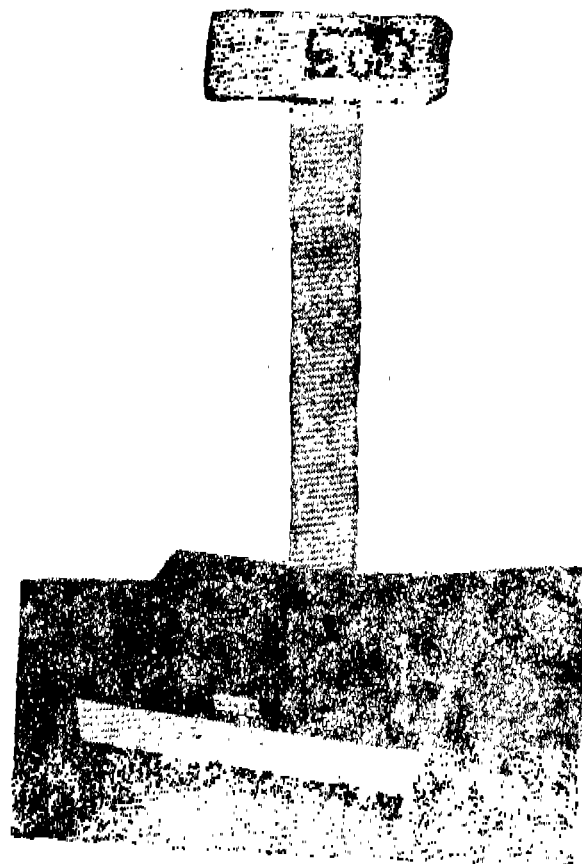
Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of self-indicating non-automatic digital weighing instrument of type "EP" series, class III (hereinafter referred to as the Model) manufactured by

is assigned the approval mark IND/09/94/59 ;

The Model (see figure) is a Medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 100 kg and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with a 100 per cent subtractive retained tare effect. The base and the platform are metallic. The load receptor is a platform of rectangular shape of sizes 500×400 millimetre. The LED display of character indicates the weighing result. The instrument operates on 230 volts, 50 hertz alternate current power supply.



(Fig)



Further, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 50 kg×20g, 50 kg×10g, 60 kg×20 g, 60 kg×10 g, 100 kg×20g, 120 kg×20 g, 200 kg×50 g, 250 kg×50 g, 300 kg×100 g, 300 kg×50 g, 500 kg×200 g, 500 kg×100 g, 600 kg×200 g, 600 kg×100 g, 1000 kg×500 g, 1000 kg×200 g and 2000 kg×500 g manufactured the same manufacturer in accordance with the same principle and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(30)94]
RAJIV SRIVASTAVA, Jt. Secy.

नई दिल्ली, 28 जुलाई, 1995

का.आ. 2176.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल

बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "ईटी" सीरीज वर्ग III टाइप के स्वतः संचक गैर-स्वचालित अंकक टेबल टॉप तोलन उपकरण के माडल का (जिसे हममें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मेमर्स प्रीसीजन इक्विपमेंट कं. गज्जर हाउस, अस्तोदिया रोड, अहमदाबाद-380 द्वारा किया गया है और जिसे अनुमोदन

चिह्न आई. एन. डी. 09/94/60 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

साइल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तालत उपकरण है जिसकी अधिकतम क्षमता 15 किलोग्राम और न्यूनतम क्षमता 100 ग्राम है। स्थापित मासमान प्रसार (ई) 5 ग्राम है। इसमें एक टेयर युक्त है जिसका व्यवहारमात्रक प्रतिक्षण टेयर प्रभाव 100 प्रतिशत है। आधार और प्लेटफार्म धात्विक है। सारग्राही आधातकार आकृति का प्लेटफार्म है जिसका आकार 345 × 225 मि. मी. है। संश्लेषक का प्रकाश उत्पन्न डायोड समर्पण ताल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदान पर प्रचालित होता है।



(आकृति)

आगे, केन्द्रीय सरकार, यह घोषणा करती है कि साइल के अनुमोदन के द्वय प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उती सिद्धान्त के अनुसार और उती सामग्री से, जिससे अनुमोदित साइल का विनिर्माण किया गया है, विनिर्मित 200 ग्राम × 5 ग्राम, 200 ग्राम × 0.1 ग्राम, 500 ग्राम × 0.1 ग्राम 600 ग्राम × 0.1 किलोग्राम × 0.5 ग्राम। किलोग्राम × 0.2 ग्राम, 1.2 किलोग्राम × 0.2 ग्राम, 2 किलोग्राम × 1 ग्राम, 2 किलोग्राम × 0.5 ग्राम, 2.5 किलोग्राम × 0.5 ग्राम, 3 किलोग्राम × 0.5 ग्राम, 5 किलोग्राम × 2 ग्राम, 5 किलोग्राम × 1 ग्राम, 6 किलोग्राम × 2 ग्राम, 6 किलो ग्राम × 1 ग्राम 10 किलोग्राम × 5 ग्राम, 10 किलोग्राम × 2 ग्राम, 12 किलोग्राम × 2 ग्राम, 15 किलोग्राम × 2 ग्राम 20 किलोग्राम × 5 ग्राम, 20 किलोग्राम × 10 ग्राम, 25 किलोग्राम × 5 ग्राम, 30 किलोग्राम × 10 ग्राम, 30 किलोग्राम, 15 ग्राम, 50 किलोग्राम × 20 ग्राम, 50 किलोग्राम × 10 ग्राम, और 60 किलोग्राम × 20 ग्राम की अधिकतम क्षमता के समूह में, यथार्थता और उती सीरीज के आर्यकरण वाले तालत रूपकरण भी हैं।

[फा.सं. डब्ल्यू एम-21(30)/94]

राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 28th July, 1995

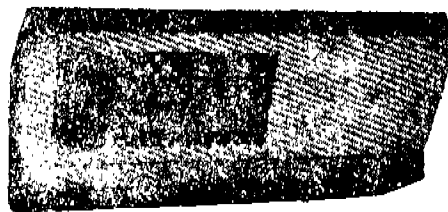
S.O. 2176.-- Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of self-indicating non-automatic digital table top weighing instrument of type "ET" series class III (hereinafter referred to as the Model) manufactured by

M/s. Precision Equipment Co.,
Gajjar House, Astodia Road,
Ahmedabad-380

is assigned the approval mark IND/09/94/60;

The Model (see figure) is a Medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 15 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The base and the platform are metallic. The load receptor is a platform of rectangular shape of sizes 345 × 225 millimetre. The LED display of character indicates the weighing result. The instrument operates on 230 volts, 50 hertz alternate current power supply.



(Figure)

Further, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 200 g × 0.05 g, 200 g × 0.1 g, 500 g × 0.1 g, 600 g × 0.2 g, 600 g × 0.1 g, 1 kg × 0.05 g, 1 kg × 0.2 g, 1.2 kg × 0.2 g, 2 kg × 1 g, 2 kg × 0.5 g, 2.5 kg × 0.5 g, 3 kg × 0.5 g, 5 kg × 2 g, 5 kg × 1 g, 6 kg × 2 g, 6 kg × 1 g, 10 kg × 5 g, 10 kg × 2 g, 12 kg × 2 g, 15 kg × 2 g, 20 kg × 5 g, 20 kg × 10 g, 25 kg × 5 g, 30 kg × 10 g, 30 kg × 15 g, 50 kg × 20 g, 50 kg × 10 g, and 60 kg × 20 g Manufactured by the same manufacturer in accordance with the same principle and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(30)/94]

RAJIV SRIVASTAVA, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 21 जुलाई, 1995

का. आ. 2177—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 23 अप्रैल, 1994 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. सं. 966 तारीख 4 अप्रैल, 1994 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 570.00 हैक्टर (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के संपूर्ण भाग में कोयला अधिप्राप्त है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उससे संलग्न अनुसूचियों में वर्णित 547.00 हैक्टर (लगभग) माप की भूमि के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण कलकत्ता बर्दवान (पश्चिमी बंगाल) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (तकनीकी), परियोजना और योजना ईस्टर्न कोलफील्ड्स लि., सेंटोरिया, डाकघर - दिशेरगढ़, जिला बर्दवान (पश्चिमी बंगाल)।

टिप्पण 2 : कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है।

अर्जन के प्रति आपत्तियां -

“8 (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण - इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करनी चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्ति-कर्ता को स्वयं ने जाने का या विधि व्यवसायी द्वारा मुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टों केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं”।

टिप्पण 3 : केन्द्रीय सरकार ने भारत के राजपत्र तारीख 11 जून, 1983 के पृष्ठ 2450 से 2453 तक में प्रकाशित अधिसूचना सं. 19/41/78-सी. एल. का. आ. 2520 तारीख 27 मई, 1983 द्वारा कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची - 1

ब्लाक सोनपुर

रानीगंज कोयला क्षेत्र

(रेखांक सं. ई. सी. एल./जी. एम./एस.बी. ए./एस.यू. आर./लैंड/94/4जी, तारीख 8 फरवरी, 1995)

समी अधिकार

क्र. सं.	मौजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1.	सोनपुर	22	पंडाबेश्वर	बर्दवान	86.00	
					कुल क्षेत्र :	86.00 हैक्टर (लगभग)

मोजा सोनपुर में अर्जित किए जाने वाले प्लॉट :

814 से 843, 844 (पी), 1461 से 1523, 1525, 1527, 1543, 1545, 1553, 1584 से 1606

सीमा वर्णन :

- क-ख : रेखा "क" बिन्दु से आरम्भ होती है अर्थात् मोजा सोनपुर का प्लॉट सं. 1461 का उत्तरी पश्चिमी कोण और प्लॉट संख्या 844 के "ख" बिन्दु पर मिलती है।
- ख-ग-घ : रेखा "ख" बिन्दु से आरम्भ होती है और प्लॉट संख्या 813 की दक्षिणी पूर्वी सीमा "ग" के साथ साथ जाती है और मोजा सोनपुर के प्लॉट सं. 818 के उत्तरी सीमा बिन्दु "घ" पर मिलती है।
- घ-ङ : रेखा, दक्षिणी मोजा बिन्दु "घ" से होते हुए और मोजा सोनपुर के प्लॉट सं. 818 के प्लॉट सीमा से होते हुए जाती है और दक्षिणी मोजा एवं मोजा सोनपुर के प्लॉट सं. 832 के प्लॉट सीमा बिन्दु "ङ" पर मिलती है।
- ङ-च-छ : रेखा "ङ" बिन्दु से आरम्भ होती है और प्लॉट सं. 1522 की पूर्वी सीमा के बिन्दु "च" के साथ-साथ जाती है और सोनपुर के प्लॉट सं. 1523 की पूर्वी सीमा के बिन्दु "छ" पर मिलती है।
- छ-ज-झ : रेखा "छ" बिन्दु से आरम्भ होती है और प्लॉट सं. 1523 की दक्षिणी सीमा के बिन्दु "ज" से होते हुए जाती है और मोजा सोनपुर के प्लॉट सं. 1521 के दक्षिणी सीमा "झ" बिन्दु पर मिलती है।
- झ-ञ-ट : रेखा "झ" बिन्दु से आरम्भ होती है और प्लॉट सं. 1465 के दक्षिणी सीमा के बिन्दु "ज" से होते हुए जाती है और मोजा सोनपुर के प्लॉट सं. 1464 की दक्षिणी सीमा के बिन्दु "ट" पर मिलती है।
- ट-क : रेखा "ट" बिन्दु से आरम्भ होती है और आरम्भिक बिन्दु "क" पर मिलती है।

अनुसूची - 2

वनबहुल ब्लॉक

रानीगंज कोयला क्षेत्र

(रेखांक सं. ई. सी. एल. जी. एम./एस/वी/ए/एस. यू. आर./लैंड/94/4ग, तारीख 21 फरवरी, 1995)

सभी अधिकार :

क्र. सं.	मोजा/ग्राम	अधिकारिता सं.	पुलिस थाना	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1.	वनबहुल	26	पंडवेश्वर	बर्दवान	55.00	
					हैक्टर (लगभग)	
					कुल क्षेत्र :	55.00 हैक्टर (लगभग)

मोजा वनबहुल में अर्जित किए जाने वाले प्लॉट :

79, 78, 770, 771, 772, 81, 775, 776, 777, 778, 750, 751, 752, 753, 754, 755, 768, 769, 80, 82, 85, 86, 99, 220(पी), 221(पी), 227 (पी), 230 (पी), 232, 233, 234, 235, 236, 237, 238, 239, 240(पी), 241, 242, 243, 244, 245(पी), 249(पी), 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 271, 272, 273, 274(पी), 275, 276, 369(पी), 371, 779, 780, 781, 782, 794, 370, 783, 784, 785, 786, 787, 788, 789, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 764, 616(पी), 712, 586(पी), 761, 773, 774, 584, 760, 758, 759, 756

सीमा वर्णन :

- क-ख : रेखा, मोजा वनबहुल के प्लॉट सं. 761 की उत्तरी सीमा में स्थित "क" बिन्दु से आरम्भ होती है और मोजा वनबहुल के प्लॉट सं. 756 की उत्तरी सीमा के "ख" बिन्दु से होकर जाती है।
- ख-ग-घ : रेखा, "ख" बिन्दु से आरम्भ होती है और प्लॉट सं. 255 के दक्षिणी पूर्वी कोण बिन्दु "ग" से होकर जाती है और मोजा वनबहुल के प्लॉट सं. 782 की दक्षिणी सीमा के "घ" बिन्दु पर मिलती है।
- घ-ङ-च : रेखा, "घ" बिन्दु से आरम्भ होती है और प्लॉट सं. 616 के दक्षिणी पूर्वी कोण "ङ" बिन्दु से होते हुए मोजा वनबहुल के प्लॉट सं. 616 के दक्षिणी सीमा के "च" बिन्दु पर मिलती है।
- च-क : रेखा, "च" बिन्दु से आरम्भ होती है और आरम्भिक बिन्दु "क" पर मिलती है।

अनुसूची-3

हंसडीहा ब्लाक

रानीगंज कोयला क्षेत्र

(रेखांक सं. ई. सी. एल./जी. एम./एस. बी. ए./एस. यू. आर./भूमि/94/4च तारीख 21 फरवरी, 1955)

सभी अधिकार ---

क्र. सं.	मोजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	हंसडीहा	27	पंडवेश्वर	बर्दवान	177.00 हेक्टर (लगभग)	
कुल क्षेत्र :						177.00 हेक्टर (लगभग)

मोजा हंसडीहा में अर्जित किए जाने वाले प्लॉट :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

सीमा वर्णन :

- क-ख : रेखा प्लॉट सं. 40 के उत्तरी पश्चिमी कोण के बिन्दु "क" से आरंभ होती है और मौजा हंसडीहा के प्लॉट सं. 89 के उत्तरी-पूर्व कोण बिन्दु "ख" पर मिलती है।
- ख-ग-घ : रेखा "ख" बिन्दु से आरम्भ होती है और प्लॉट सं. 429 के पूर्वी सीमा के बिन्दु "ग" से होकर जाती है तथा मौजा हंसडीहा के प्लॉट सं. 816 के दक्षिणी सीमा के बिन्दु "घ" पर मिलती है।
- घ-ङ-च : रेखा "घ" बिन्दु से आरंभ होती है और प्लॉट सं. 865 के दक्षिणी-पश्चिमी कोण के बिन्दु "ङ" से होकर जाती है और मौजा हंसडीहा के प्लॉट सं. 1 के उत्तरी सीमा के "च" बिन्दु पर मिलती है।
- च-छ-ज : रेखा "च" बिन्दु से आरंभ होती है और प्लॉट सं. 2 के उत्तरी सीमा के बिन्दु "छ" से होकर जाती है तथा मौजा हंसडीहा के प्लॉट सं. 30 की पश्चिमी सीमा के "ज" बिन्दु पर मिलती है।
- ज-क : रेखा "ज" बिन्दु से आरंभ होती है और आरंभिक बिन्दु "क" पर मिलती है।

अनुसूची - 4

शंकर पुर ब्लाक

रानी गंज कोयला क्षेत्र

(रेखांक सं. ई सी एल/जी एम/एस बी ए/एस यू आर/लैंड/94/4क तारीख, 8 फरवरी, 1995)

सभी अधिकारी

क्रम सं.	मौजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1. शंकरपुर	28	मंडवेश्वरम	बर्दवान	77.00	हैक्टर (लगभग)	
कुल क्षेत्र					77.00 हैक्टर (लगभग)	

मौजा शंकरपुर में अर्जित किए जाने वाले प्लॉट

1 से 187, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 206, 207, 220, 221, 222, 223, 224, 246, 248, 260(पी), 520, 521(पी), 522, 525, 526, 527, 528, 529, 530, 531, 532, 533, 1257, 1258, 1259, 1256, 1250, 1254, 1367, 1252, 1262, 1261, 534 से 552, 554, 576 से 592, 730 से 754, 1255, 1263, 188, 189, 204, 205, 209, 210, 211, 212, 213, 214, 495 से 519, 523, 524, 555 से 575, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 613, 729, 592, 593, 594, 595, 596, 597, 598, 599, 755 से 773, 775, 776, 777, 778, 779, 1276, 811, 812, 813, 814, 815, 816, 1266, 1267, 821 से 858, 1264, 1265, 600, 1251, 1260 ।

सीमा वर्णन :

- क-ख : रेखा, प्लॉट सं. 1 की उत्तरी-पूर्वी कोण के "क" बिन्दु से आरंभ होती है और मौजा शंकरपुर के प्लॉट सं. 735 के उत्तरी पश्चिमी कोण बिन्दु "ख" पर मिलती है।
- ख-ग-घ : रेखा "ख" बिन्दु से आरम्भ होती है और प्लॉट सं. 743 के उत्तरी पूर्वी कोण के बिन्दु "ग" से होकर जाती है तथा मौजा शंकरपुर के प्लॉट सं. 859 के उत्तरी पूर्वी कोण बिन्दु "घ" पर मिलती है।
- घ-ङ-च : रेखा "घ" बिन्दु से आरंभ होती है और प्लॉट सं. 495 के दक्षिणी पूर्वी कोण के "ङ" बिन्दु से होकर जाती है तथा मौजा शंकरपुर के प्लॉट सं. 260 के दक्षिणी पश्चिमी कोण बिन्दु "च" पर मिलती है।
- च-छ-क : रेखा "च" बिन्दु से आरम्भ होती है और मौजा शंकरपुर के प्लॉट सं. 30 के दक्षिणी पश्चिमी कोण बिन्दु "छ" से होकर जाती है तथा आरंभिक बिन्दु "क" पर मिलती है।

अनुसूची-5

भालूका ब्लॉक

रानीगंज कोयला क्षेत्र

रेखांक सं. ई.सी.एल./जी.एम./एस.बी.ए./एस.यू.आर./भूमि/94/45 तारीख 8 फरवरी, 1995

सभी अधिकार

क्रम. सं.	मौजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	भालूका	21	पंडेश्वर	बर्दवान	12.00 हेक्टर (लगभग)	
कुल क्षेत्र					12.05 (हेक्टर लगभग)	

ग्राम भालूका में अर्जित किए जाने वाले प्लॉट :

44 से 86, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 277, 278, 279, 280, 281, 282, 442, 450 448.

सीमा वर्णन :

क-ख रेखा प्लॉट सं. 44 के उत्तरी सीमा बिंदु "क" से आरंभ होती है और भालूका मौजा के प्लॉट सं. 278 की दक्षिणी सीमा "ख" पर मिलती है।

ख-ग-घ रेखा "ख" बिंदु से आरंभ होती है और प्लॉट सं. 442 के दक्षिणी सीमा बिंदु "ग" से होकर जाती है तथा मौजा भालूका के प्लॉट सं. 44 की दक्षिणी सीमा बिंदु "घ" पर मिलती है।

घ-ङ-क रेखा "घ" बिंदु से आरंभ होती है और मौजा भालूका के प्लॉट सं. 44 की पश्चिमी सीमा बिंदु "ङ" से होकर जाती है आरंभिक बिंदु "क" पर मिलती है।

अनुसूची-6

नाबाग्राम ब्लॉक

रानीगंज कोयला क्षेत्र

(रेखांक सं. ई.सी.एल./जी.एम./एस.बी.ए./एस.यू.आर./लैंड/94/45, तारीख 8 फरवरी, 1995)

सभी अधिकार

क्रम सं.	मौजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1	नाबाग्राम	20	पंडेश्वर	बर्दवान	125.00 हेक्टर (लगभग)	
कुल क्षेत्र					125.00 हेक्टर (लगभग)	

मौजा - नावाग्राम में अर्जित किए जाने वाले प्लाट :-

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 2091 से 2165, 2296, 2297, 2322, 2298, 2295, 2265, 2294, 2264, 2268, 2293, 2266, 2267, 2290, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2291, 2327, 1764, 2292, 1782, 1783, 2328, 2329, 2330, 2331, 2332, 2001 (पी), 2002, 2005, 60, 61, 2006, 2007, 2008, 2009, 2010, 2011, 2027, 2028, 2029, 2030, 2031, 2033(पी), 2012 से 2025, 1969, 1970, 2034 से 2090, 2289, 2244 से 2260, 2262, 2263, 2325, 2326, 2243, 2242(पी), 62 से 132, 2333, 2324, 2335, 2336, 2337, 2338, 2346, 2299, 1607, 2339, 2205, 2166 से 2226, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2282, 2283, 2284, 2321, 1604, 234, 235, 236, 237, 1812, 1813, 1814, 2343, 2320, 2323, 2319, 2370, 1815, 1816, 792 में 850, 1735, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 876, 778, 878, 2227, 164(पी), 180, 151(पी)।

सीमा वर्णन

क-ख: रेखा प्लाट सं. 1 के उत्तरी सीमा बिंदु "क" से आरम्भ होती है और मौजा नावाग्राम के प्लाट सं. 2242 के उत्तरी सीमा बिंदु "ख" पर मिलती है।

ख-ग-घ रेखा, "ख" बिंदु से आरम्भ होती है और प्लाट सं. 1969 के पूर्वी सीमा बिंदु "ग" से होकर जाती है तथा मौजा के प्लाट सं. 878 के दक्षिणी सीमा बिंदु "घ" पर मिलती है।

घ-ङ-च रेखा, "घ" से आरम्भ होती है और प्लाट सं. 785 के उत्तरी सीमा बिंदु "ङ" से होकर जाती है तथा मौजा नावाग्राम के प्लाट सं. 2282 के पश्चिमी सीमा बिंदु "च" पर मिलती है।

च-क: रेखा "च" बिंदु से आरम्भ होती है और आरम्भिक बिंदु "क" पर मिलती है।

अनुसूची-7

कोनार डीही ब्लॉक

रानी गंज कोयला क्षेत्र

रेखांक सं. ई.सी.एल/जी एम/एस बी ए/एस यूआर/

वॉर्म/94/4ख, तारीख 21 फरवरी, 1995

सभी अधिकार

क्र.सं.	मौजा/ग्राम	अधिकारिता सूची सं.	पुलिस थाना	जिला	क्षेत्र हेक्टर	टिप्पणियां
1.	कोनार डीही	14	पंचवेण्वर	बर्धमान	15.00	
					हेक्टर लगभग	
				कुल क्षेत्र	15.00	
					हेक्टर (लगभग)	

कोनार डीही मौजा में अर्जित किए जाने वाले प्लाट :

185, 186, 187, 188, 189, 190, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 145 पी, 74, 75, 76, 77, 78, 239, 240, 241, 242 पी, 174, 175, 176, 177, 182, 183, 184, 95, 3033, 179, 191, 192, 193, 194, 195, 196, 197, 198, 199।

सीमा वर्णन

क-ख रेखा प्लाट सं. 202 के उत्तरी सीमा बिंदु "क" से आरम्भ होती है और मौजा कोनार डीही के प्लाट सं. 78 के उत्तरी पूर्वी कोण बिंदु "ख" पर मिलती है।

ख-ग-घ रेखा बिंदु "ख" से आरम्भ होती है और प्लाट सं. 76 में दक्षिणी पूर्वी कोण बिंदु "ग" से होकर जाती है तथा मौजा कोनार डीही के प्लाट सं. 95 के उत्तरी पूर्वी कोण बिंदु "घ" पर मिलती है।

घ-ङ-क रेखा बिंदु "घ" से आरम्भ होती है और प्लाट सं. 3033 के दक्षिणी-पूर्वी कोण बिंदु "ङ" से होते हुए और मौजा सीमा से होकर जाती है और आरम्भिक बिंदु "क" पर मिलती है।

[सं. 43015/17/93 एल.एस. डब्ल्यू]

एन. भगत, निदेशक,

MINISTRY OF COAL

New Delhi, the 21st July, 1995

S.O. 2177.—Whereas by notification of the Government of India in the Ministry of Coal number S.O. 966, dated the 4th April, 1994, published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 23rd April, 1994 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for Coal in 570.00 hectares (approximately) of lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that Coal is obtainable in the whole of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 547.00 hectares (approximately) described in the Schedule annexed hereto.

Note 1.—The plan of the area covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical), Project and Planning, Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

Note 2.—Attention is hereby invited to the provisions of Section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows :—

Objection to acquisition,—

"8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of notification,

object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of Coal and that such operation should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.
- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note 3.—The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act vide notification No. 19/41/78-CL, S.O. 2520, dated the 27th May, 1983, published in the Gazette of India, dated the 11th June, 1983 at pages 2450 to 2453.

SCHEDULE-1
SONEPUR BLOCK
RANIGANJ COALFIELDS

(Plan number ECL/GM/SBA/SUR/Land/94/4G dated 8th Feb., 1995)

All Rights

Sl. number	Mouza/Village	Jurisdiction list number	Police station	District	Area in Hectares	Remarks
1.	Sonepur	22	Pandaveswar	Burdwan	86.00	

Total Area :— 86.00 Hectares
(approximately)

Plots to be acquired in Mouza Sonepur—814 to 843, 844 (P), 1461 to 1523, 1525, 1527, 1543, 1545, 1553, 1584 to 1606.

Boundary Description :

A-B Line starts from point 'A' i.e. North West corner of plot No. 1461 of Sonepur Mouza and meets at point 'B' on plot No. 844.

B-C-D Line starts from 'B' and passes along 'C' South-East boundary of plot No. 813 and meets at point 'D' Eastern boundary of plot No. 818 of Sonepur Mouza.

D-E Line passes through point 'D' Southern Mouza and plot boundary of plot No. 818 of Sonepur Mouza and meets Southern Mouza and plot boundary of plot No. 832 of Sonepur Mouza at point 'E'.

E-F-G Line starts from point 'E' and passes along point 'F' Eastern boundary of plot No. 1522 and meets at Eastern boundary of plot No. 1523 of Sonepur Mouza at point 'G'.

G-H-I Line starts from point 'G' and passes through point 'H' the Southern boundary of plot No. 1523 and meets at point 'I' the Southern boundary of plot No. 1521 of Sonepur Mouza.

I-J-K Line starts from point 'I' and passes through point 'J' the Southern boundary of plot No. 1465 and meets at point 'K' the Southern boundary of plot No. 1464 of Sonepur Mouza.

K-A Line starts from point 'K' and meets at starting point 'A'.

SCHEDULE-2
BANBAHAL BLOCK
RANIGANJ COALFIELDS

(Plan No. ECL/GM/SBA/SUR/Land/94/4C, dated 21st February, 1995)

All Rights

Serial number	Mouza/Village	Jurisdiction list number	Police station	District	Area in hectares	Remarks
1	Banbahal	26	Pandaveswar	Burdwan	55.00 hectares	(approximately)
						Total Areas 55.00 hectares (approximately)

Plots to be acquired in Mouza Banbahal :—

79, 78, 770, 771, 772, 81, 775, 776, 777, 778, 750; 751;
 752, 753, 754, 755, 768, 769, 80, 82, 85, 86,
 99, 220(p), 221(p), 227(p), 230(p), 232
 233, 234, 235, 236, 237, 238, 239,
 240(p); 241, 242, 243, 244, 245(p), 249(p),
 250, 251; 252; 253, 254, 255, 256, 257, 258,
 259, 260, 261, 262, 263, 264, 265, 266,
 267, 268, 269, 271, 272, 273, 274(p), 275;
 276; 369(p), 371, 779, 780, 781, 782, 794;
 370, 783, 784, 785, 786, 787, 788, 789;
 555; 556, 557, 558, 559, 560, 561; 562;
 563, 564, 565, 566, 567, 568, 569; 570; 571;
 572; 573, 574, 575, 576, 577, 578, 579;
 580; 581, 582, 583, 764, 616(p), 712, 586(p)
 761; 773; 774, 584, 760, 758, 759, 756.

Boundary Description :—

A-B Line starts from point 'A' situated at Northern boundary of plot Number 761 of Banbahal Mouza and passes through point 'B' Northern boundary of plot Number 756 of Banbahal Mouza.

B-C-D Line starts from point 'B' and passes through point 'C' the South-East corner of plot Number 255 and meets at point 'D' the Southern boundary of plot Number 782 of Banbahal Mouza.

D-E-F Line starts from point 'D' and passes through point 'E' South-East corner of plot number 616 and meets at point 'F' Southern boundary of plot number 616 of Banbahal Mouza.

F-A Line starts from point 'F' and meets at starting point 'A'.

SCHEDULE-3
 HANSDIHA BLOCK
 RANIGANJ COALFIELDS

(Plan No. ECL/GM/SBA/SUR/Land/94/4F, dated 21st February, 1995)

All Rights:

Serial number	Mouza/Village	Jurisdiction list number	Police station	District	Area in hectares	Remarks
1.	Hansdiha	27	Pandaveswar	Burdwan	177.00 hectares (approximately)	
Total Area						177.00 hectares (approximately)

Plots to be acquired in Mouza Hansdiha:—

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 876, 877, 892,
 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903,
 904, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38,
 39, 40, 41, 42, 43, 44, 45, 46, 47, 48,
 49, 867, 868, 50, 51, 52, 53, 54,
 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80,
 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93,
 869, 870, 871, 872, 873, 94, 95, 96, 97, 98, 99,
 100, 101, 102, 103, 104, 105, 106,
 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117,
 118, 119, 120, 121, 122, 123, 124, 125, 126, 127,
 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138,
 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149,
 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160,
 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171,
 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182,
 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193,
 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204,
 205, 206, 207, 208, 209, 210, 211, 212, 213, 214,
 215, 216, 217, 218, 219, 220, 864, 874, 875, 862, 221,
 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232,
 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243,
 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254,
 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265,
 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276,
 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287,
 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298,
 299, 300, 301, 302, 303, 304, 305, 306, 307, 308,
 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319,

320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330,
 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341,
 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352,
 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363,
 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374,
 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385,
 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396,
 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407,
 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418,
 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429,
 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440,
 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451,
 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462,
 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473,
 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484,
 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495,
 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506,
 507, 508, 509, 510, 511, 512, 513, 514, 515, 516,
 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527,
 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538,
 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549,
 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560,
 561, 562, 563, 564, 565, 566, 567, 568, 569, 570,
 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581,
 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592,
 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603,
 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614,
 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625,
 626, 627, 629, to 860, 861, 865, 866, 878,
 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 890,
 891, 889, 905, to 910, 911, 912, 878,

Boundary Description :—

A-B Line starts from point 'A' North-West corner of plot number 40 and meets at point 'B' the North-East corner of plot number 89 of Hansdiha Mouza.

B-C-D Line starts from point 'B' and passes through point 'C' Eastern boundary of plot number 429 and meets at point 'D' the Southern boundary of plot number 816 of Hansdiha Mouza.

D-E-F Line starts from point 'D' and passes through point 'E' South-West corner of plot number 865

and meets at point 'F' at Northern boundary of plot number 1 of Mouza Hansdiha.

F-G-H Line starts from point 'F' and passes through point 'G' the Northern boundary of plot number 28 and meets at point 'H' the Western boundary of plot number 30 of Hansdiha Mouza.

H-A Line starts from point 'H' and meets at starting point 'A'.

SCHEDULE-4

SANKARPUR BLOCK

RANIGANJ COAFIELDS

(Plan number ECL/GM/SBA/SUR/LAND/94/4A dated 8th February, 1995)

All Rights:

Serial number	Mouza/Village	Jurisdiction list number	Police Station	District	Area in hectares	Remarks
1	Sankarpur	28	Pandaveswar	Burdwan	77.00 hectares (approximately)	
Total Area:					77.00 hectares (approximately)	

Plot to be acquired in Mouza Sankarpur :—

1 to 187, 190, 191, 192, 193, 194, 195, 196; 197; 198; 199, 200, 201, 202, 203, 206, 207, 220, 221, 222, 223, 224, 246, 248, 260(p); 520; 521(p), 522, 525, 526, 527, 528, 529, 530; 531; 532; 533; 1257, 1258, 1259, 1256, 1250, 1254, 1367, 1252, 1262, 1261, 534 to 552, 554, 576 to 592, 730 to 754, 1255, 1263, 188, 189, 204, 205, 209, 210, 211, 212, 213, 214; 495 to 519, 523, 524, 555 to 575, 601, 602; 603, 604, 605, 606, 607, 608, 609, 610; 613; 729; 592; 593; 594; 595, 596, 597 598, 599, 755 to 773, 775, 776, 777, 778, 779; 1276; 811, 812, 813, 814, 815, 816, 1266, 1267; 821 to 858, 1264, 1265, 600, 1251, 1260.

Boundary Description :

A-B Line starts from point 'A' the North-East of plot number 1 and meets at point 'B', the North-West corner of plot number 735 of Sankarpur Mouza.

B-C-D Line starts from point 'B' and passes through the point 'C' the North-East corner of plot number 743 and meets at the point 'D' the North-East corner of plot number 859 of Sankarpur Mouza.

D-E-F Line starts from point 'D' and passes through point 'E' the South-East corner of plot number 495 and meets at point 'F' South-West corner of plot number 260 of Sankarpur Mouza.

F-G-A Line starts from point 'F' and passes through point 'G' South-West corner of plot number 30 of Sankarpur Mouza and meets the starting point 'A'.

SCHEDULE-5

BHALUKA BLOCK

RANIGANJ COALFIELDS

(Plan number ECL/GM/SBA/SUR/Land/94/4D dated 8th February, 1995)

Serial number	Mouza/Village	Jurisdiction list number	Police station	District	Area in hectares	Remarks
1	Bhaluka	21	Pandaveswar	Burdwan	12.00 hectares (approximately)	
Total Area:					12.00 hectares (approximately)	

Plots to be acquired in village Bhaluka :

44 to 84, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258; 259, 260, 261, 262, 263, 264, 265, 266; 267, 268, 269, 277, 278, 279, 280, 281; 282, 442, 450, 448.

Southern boundary of plot number 270 of Bhaluka Mouza.

B-C-D Line starts from point 'B' and passes through point 'D' the Southern boundary of plot number 442 and meets at point 'D' the Southern boundary of plot number 44 of Bhaluka Mouza.

Boundary Description :

A-B Line starts from point 'A' the Northern boundary of plot number 44 and meets at point 'B' the

D-E-A Line starts from point 'D' and passes through point 'E' the Western boundary of plot number 44 of Bhaluka Mouza and meets at starting point 'A'.

**SCHEDULE-6
NABAGRAM BLOCK
RANIGANJ COALFIELDS**

Plan number ECL/GM/SBA/SUR/Land/94 4E dated the 8th February, 1995)

All Rights

Serial number	Mouza/Village	Jurisdiction list number	Police station	District	Area in hectares	Remarks.
1.	Mabagram	20	Pandaveswar	Burdwan	125.00 hectares (approximately)	
Total Area:					125.00 hectares (approximately)	

Plots to be acquired in Mouza Nabagram:-

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 in 2091, to 2165, 2296, 2297, 2322, 2298, 2295, 2265, 2294, 2264, 2268, 2293, 2266, 2267, 2290, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2291, 2327, 1784, 2292, 1782, 1783, 2328, 2329, 2330, 2331, 2332, 2001 (P), 2002, 2005, 60, 61, 2006, 2007, 2008, 2009, 2010, 2011, 2027, 2028, 2020, 2029, 2030, 2031, 2033 (P), 2012 to 2025, 1969, 1970, 2034 to 2290, 2289, 2244 to 2260, 2262, 2263, 2325, 2326, 2243, 2242 (P), 62 to 132, 2333, 2334, 2335, 2336, 2337, 2338, 2346, 2299, 1607, 2339, 1650, 2285, 2166 to 2226, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2282, 2283, 2284, 2321, 1604, 234, 235, 236, 237, 1812, 1813, 1814,

2343, 2320, 2323, 2319, 2378, 1815, 1816, 792 to 850, 1735, 858, 850, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 876, 877, 878, 2227, 164 (P), 180, 151 (P).

Boundary Description :

A-B Line starts from point 'A' the Northern boundary of plot number 1 and meets at point 'B' the Northern boundary of plot number 2242 of Nabagram Mouza.

B-C-D Line starts from point 'B' and passes through point 'C', the Eastern boundary of plot number 1969 and meets at point 'D' the Southern boundary of plot number 878 of Nabagram Mouza.

D-E-F Line starts from point 'D' and passes through point 'E' the Northern boundary of plot number 785 and meets at point 'E' the Western boundary of plot number 2262 of Nabagram Mouza.

F-A Line starts at point 'F' and meets at the starting point 'A'.

SCHEDULE-7

**KONARDIHI BLOCK
RANIGANJ COALFIELDS**

(Plan number ECL/GM/SBA/SUR/Land/94/4B dated the 21st February, 1995)

All Rights:

Serial number	Mouza/Village	Jurisdiction list number	Police station	District	Area in hectares	Remarks.
1.	Konardihi	14	Pandaveswar	Burdwan	15.00 hectares (approximately)	
Total Area:					15.00 hectares (approximately)	

Plots to be acquired in Mouza Konardihi :

185, 186, 187, 188, 189, 190, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 145 (p), 74, 75, 76, 77, 78, 239, 240, 241, 242 (p), 174, 175, 176, 177, 182, 183, 184, 95, 3033, 179, 191, 192, 193, 194, 195, 196, 197, 198, 199.

Boundary Description :

A-B Line starts from point 'A' Northern boundary of plot number 202 and meets at point 'B' the Northern-

Eastern corner of plot number 78 of Konardihi Mouza.

B-C-D Line starts from point 'B' and passes through point 'C' the South-East corner of plot number 76 and meets at point 'D' the North-East corner of plot number 95 of Konardihi Mouza.

D-E-A Line starts from point 'D' and passes through the point 'E' the South-East corner of plot number 3033 and passes through the Mouza boundary and meets at starting point 'A'.

[No. 43015/17/93-LSW]

N. BHAGAT, Director

गृहि-पत्र

नई दिल्ली, 26 जुलाई, 1995

का.आ. 2178.—भारत के राजपत्र, तारीख 25 मार्च, 1995 के भाग 2, खंड-3, उपखंड (ii) में पृष्ठ संख्या 1090 से 1093 पर प्रकाशित भारत सरकार कोयला मंत्रालय की अधिसूचना का.आ. संख्या 779 तारीख, 23 फरवरी, 1995 में:— पृष्ठ क्रमांक 1091 अनुसूची में

पंक्ति 1—“अमरपुर ब्लॉक कोरबा” के स्थान पर “अमरपुर ब्लॉक” पढ़ें।

पंक्ति 2—“कोलफील्ड” के स्थान पर “कोरबा कोलफील्ड” पढ़ें।

तालिका में, सहमील स्तम्भ के नीचे,
क्रम संख्या 1—“काठघोडा” के स्थान पर “कटघोरा” पढ़ें और जहां कहीं भी “काठघोडा” शब्द प्रयुक्त हुआ हो उसके स्थान पर “कटघोरा” पढ़ें।

पृष्ठ क्रमांक 1092, क्षेत्र हेक्टर में स्तम्भ के नीचे,

क्रम संख्या—2—“210.835” के स्थान पर “210.635” पढ़ें।

ग्राम रात में अजित किए जाने वाले प्लाट संख्यांक (भाग) में—

पंक्ति-1 “480/1” के स्थान पर “481/1” पढ़ें।

पंक्ति-2 “487/1” के स्थान पर “487” पढ़ें।

[फा. सं. 43015/18/93-एल.एस.इल्यू.]

नरेन्द्र भगत, निदेशक

CORRIGEDUM

New Delhi, the 26th July, 1995

Part-II, Section 3, Sub-section (ii) dated the 25th March, 1995,—

S.O. 2178.—In the notification of the Government of India in the Ministry of Coal No. S.O. 779, dated 23rd February, 1995 published at pages 1093 to 1094 of the Gazette of India,

at page 1093, in Schedule under column Area in hectares for “144.584” read “144.548”.

[No. 43015/18/93-LSW]

N. BHAGAT, Director

शुद्धि-पत्र

नई दिल्ली, 26 जुलाई, 1995

का.आ. 2179.—भारत के राजपत्र, तारीख 1 अप्रैल, 1995 के भाग-2, खंड-3, उपखंड (ii) में पृष्ठ संख्या 1264 एवं 1265 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना का.आ. सं. 882 तारीख 10 मार्च, 1995 में:—

पृष्ठ क्रमांक 1264 अनुसूची में,

पंक्ति 2 “सेंदुरगढ़ कोयला क्षेत्र” के स्थान पर “सेंदुरगढ़ कोयला क्षेत्र” पढ़ें।

पंक्ति 4 “चिरीमिटरी क्षेत्र” के स्थान पर “चिरीमिटरी क्षेत्र” पढ़ें।

पृष्ठ क्रमांक 1265 अनुसूची में, ग्राम स्तंभ के नीचे

क्रम संख्या 3 “बिजडाण्ड” के स्थान पर “बिजाडाण्ड” पढ़ें।

क्रम संख्या 4 “मुखनहरा” के स्थान पर “मुखबहरा” पढ़ें।

क्रम संख्या 5 “कुटीपखना” के स्थान पर “पुटीपखना” पढ़ें।

और जहां कहीं भी “कुटीपखना” शब्द प्रयुक्त हुआ हो उसके स्थान पर “पुटीपखना” पढ़ें।

क्षेत्र हेक्टर में, स्तम्भ के नीचे,

क्रम संख्या 3 “93.” के स्थान पर “93.241” पढ़ें।

क्रम संख्या 5 “91.248” के स्थान पर “91.298” पढ़ें।

कुल योग में “2716.7545 + 80.164 - 3296.918 हेक्टर” के स्थान पर

“2716.754 + 580.164 - 3296.918 हेक्टर” पढ़ें।

[फा. सं. 4315/2/95-एल.एस.इल्यू.]

नरेन्द्र भगत, निदेशक

रसायन एवं उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 26 जुलाई, 1995

का. आ. 2180.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदस्वर्ली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के निर्माण और आवास मंत्रालय की अधिसूचना सं. का. आ. 870, तारीख 3 मार्च, 1972 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना के नीचे की सारणी में क्रम सं. 9 के सामने स्तंभ (1) में, प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्:—

“उप महाप्रबन्धक

सिन्दरी यूनिट,

फर्टिलाइजर कॉर्पोरेशन ऑफ इंडिया लिमिटेड”

[फा. सं. 76/3/93-एफ डी सी]

ए. डी. जेम्स, डेस्क अधिकारी

MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Fertilizers)

New Delhi, the 26th July, 1995

S.O. 2180.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Works and Housing, N.O.S.O. 870, dated the 3rd March, 1972, namely:—

In the Table below the said notification, against Serial No. 9, in column (1), for the entry, the following entry shall be substituted, namely:—

“Dy. General Manager

Sindri Unit,

Fertilizer Corporation of India Ltd.”

[F. No. 76/3/93-FDC]

A. D. JAMES, Desk Officer

Foot Note—Gazette Notification No. S.O. 870 dated 3-3-72 of Ministry of Works and Housing and subsequent amendments vide Gazette Notification of Ministry of Chemicals and Fertilizers No. 4586 dated 21-8-85 and No. 1697 dated 28th July 1992 refers.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 25 जुलाई, 1995

का. आ. 2181.—केन्द्रीय सरकार ने, भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना का. आ. सं. 709, तारीख 1 फरवरी, 1992 द्वारा यह निदेश दिया है कि कराची विश्वविद्यालय, पाकिस्तान द्वारा प्रदान की गई "एम. बी. बी. एस." की आयुर्विज्ञान अर्हता, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) के प्रयोजनों के लिए मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी ;

और डा. (श्रीमती) मीरा के. गोल्हानी, जिसके पास उक्त अर्हता है, तत्समय अध्यापन, अनुसंधान और पूर्ण कार्य के प्रयोजनों के लिए जसलोक अस्पताल और अनुसंधान केन्द्र, मुम्बई में संलग्न है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 14 की उपधारा (1) के परन्तुक के खण्ड (ग) के अनुसरण में, 2 मई, 1994 से एक वर्ष की अवधि को या उस अवधि को, जिसके दौरान डा. (श्रीमती) मीरा के. गोल्हानी उक्त अस्पताल से संलग्न रही हैं, इन दोनों में से जो भी कम हो, ऐसी अवधि के रूप में निर्दिष्ट करती है जिस तक उक्त डाक्टर द्वारा चिकित्सा प्रैक्टिस सीमित होगी।

[सं. बी.-11015/35/90-एम ई. (यू. जी.)]

एस. के. मिश्र, डेस्क अधिकारी

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

ORDER

New Delhi, the 25th July, 1995

S.O. 2181.—Whereas by the notification of the Government of India in the Ministry of Health and Family Welfare (Department of Health), S.O. No. 709 dated the 1st February, 1992, the Central Government has directed that the medical qualification "MBBS" granted by the University of Karachi, Pakistan, shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956) ;

And whereas, Dr. (Mrs.) Meera K. Golani, who possesses the said qualification is for the time-being attached to the Jaslok Hospital and Research Centre, Bombay for the purposes of teaching, research and charitable work ;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of Section 14 of the said Act, the Central Government hereby specifies the period of one year from 2nd May, 1994 or the period during which Dr. (Mrs.) Meera K. Golani is attached to the said Hospital, whichever is shorter, as the period for which the medical practice by the said doctor shall be limited.

[No. V-11015/35/90-ME(UG)]

S. K. MISHRA, Desk Officer

1811 GI/95—4.

शहरी कार्य एवं रोजगार मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 27 जुलाई, 1995

का.आ 2182.—यतः निम्नांकित क्षेत्रों के बारे में कतिपय संशोधन, जिन्हें केन्द्रीय सरकार अध्यावर्णित क्षेत्रों के बारे में दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के प्रावधानों के अनुसार दिनांक 27-6-92 के नोटिस संख्या एफ. 20(11)91-एम पी द्वारा प्रकाशित किए गए थे जिसमें उक्त अधिनियम की धारा 11-क की उपधारा (3) में अपेक्षित आपत्तियाँ/सुझाव, उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किए गए थे।

यतः प्रस्तावित संशोधनों के बारे में टी सी पी ओ से एक आपत्ति/सुझाव मिला है जिस पर प्राधिकरण द्वारा विचार-विमर्श किया गया। और यतः केन्द्रीय सरकार ने मामले के सभी पहलुओं पर ध्यानपूर्वक विचार-विमर्श के पश्चात्, दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में संशोधन करने का निर्णय किया है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 11-क की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की उक्त बृहद् योजना में एतद्द्वारा निम्न-लिखित संशोधन करती है।

संशोधन :

"उप-जोन एच-2 में पड़ने वाले और उत्तर-पूर्व में मार्ग संख्या-37 से, पश्चिम में रिंग रोड से और दक्षिण में बजीरपुर डी. टी. सी. डिपो से घिरे लगभग 3.6 हेक्टेयर क्षेत्र के भूमि उपयोग को "मनोरंजनात्मक" से "विनिर्माण" (हल्के एवं सेवा उद्योग) में बदला जाता है, बशर्ते कि समान मनोरंजनात्मक क्षेत्र समीपस्थ शहरी विकास क्षेत्र में उपलब्ध कराया जाए।"

[सं. के-13011/6/92-डी डी-1बी]

भार. विश्वनाथन, अवर सचिव

MINISTRY OF URBAN AFFAIRS AND EMPLOYMENT
(Delhi Division)

New Delhi, the 27th July, 1995

S.O. 2182.—Whereas certain modifications, which the Central Government proposed to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned hereunder, were published with Notice No. F. 20(11)/91-MP dated 27-6-92 in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by Sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said notice ;

Whereas only one objection/suggestion was received from TCPO with regard to the said proposed modifications, which was considered by the Authority ;

And whereas the Central Government have after carefully considering all aspects of the matter, decided to modify the Master Plan for Delhi/Zonal Development Plan ;

Now, therefore, in exercise of the powers conferred by Sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi with effect from the date of publication of this Notification in the Gazette of India.

MODIFICATION

"The land use of an area, measuring about 3.6 ha. falling in sub-zone H-2 and bounded by Road No. 37 in the North-East, Ring Road in the West and Wazirpur DTC Depot in the South, is changed from 'Recreational' to 'Manufacturing' (Light and service industry) subject to the condition that equivalent recreational area be provided in the nearest urban development area."

[No. K-13011/6/92-DDIB]
R. VISWANATHAN, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 11 जुलाई, 1995

का. आ. 2183.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एक सी आई के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-95 को प्राप्त हुआ था।

[सं एल—22012/411/एफ/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

MINISTRY OF LABOUR
New Delhi, the 11th July, 1995

S.2183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management, F.C.I. and their workmen, which was received by the Central Government on 7-7-1995.

[No. L-22012/411/F/91-IR (C-II)]
RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/5 of 1992

Employers in relation to the management of Food Corporation of India

AND

Their Workmen

APPEARANCES :

For the employer—Shri B. M. Masurkar, Advocate.

For the workmen—Shri S. R. Wagh, Advocate.

Bombay, the 13th June, 1995

AWARD

The Government of India, Ministry of Labour by its letter No. L-22012/(411)/F/91-IR (C-II) dated 29th January, 1992 had referred to the following industrial dispute for adjudication.

SCHEDULE

"Whether the action of the workmen of Bombay Godown and Manmad Depots of Food Corporation of India, to prevent 49 workers transferred from Kandla to work at Bombay Godowns and Manmad Depot is legal and justified and/or amounts to unfair labour practice ? If so, to what relief are the management entitled to ?"

2. The Senior Regional Manager of Food Corporation of India filed a statement of claim. He contended that consequent upon cessation of imports of foodgrains there was no work for the workmen of the Food Corporation of India working at Kandla Port since the year 1980. It resulted into all the foodgrain handling workers as surplus. The employer continued to pay them wages for five years even though they remained idle. These workers were governed by Kandla unregistered dock workers (regulations of employment) since 1968 which have been framed under the dock workers (RE) Act of 1948. Under the said Act the employer are compelled to pay minimum guaranteed wages to the workers although they remained idle. This situation had to be remediate. It is, therefore, in consultation with the transport of Dock Workers Union a scheme was devised called (special voluntary retirement scheme).

3. There were 1590 workers who were surplus. Out of those 1541 workers opted for special voluntary retirement scheme. In the meantime the governor revoked the Kandla unregistered dock workers Union (regulation of employment scheme). It resulted into remaining 49 workers not governing by the said scheme. At this stage the transport and dock workers Union requested the employer through their letter dated 17th July, 1986 to devise a scheme for employing the surplus labourers by transferring them outside Kandla.

4. The employer contended that the workers were asked for their option to be transferred at Bombay or at Manmad Depots. 18 workers opted for Bombay and 31 workers opted for Manmad. One worker had not given any option. It is, therefore, he was retrenched by following the procedure under Section 25-F of the Industrial Disputes Act.

5. The workers were given transfer orders and TA and DA to join their respective posts. The management drafted them specific duties in the godown on 8-3-88 when the workers join the duty. The rest of the workers who has already working in the depots and who are members of the opposite party Union struck down the work without prior notice at the behalf of the Transport and Dock workers Union. The Union had also written another letter dated 19-1-90 wherein they mentioned that they opposed those workers who are transferred to Bombay and Manmad from Kandla and asked the management to re-transfer them to Kandla. This is against the principle of natural justice and now the Union cannot go back on their own promise. They are not allowed the workers to work is unfair labour practice within the meaning of Section 25-T read with item 1 and 8 of the part of the fifth Schedule of the Industrial Disputes Act, 1947. It is submitted that by not allowing these workers to work the management is put to loss of Rupees One Lakh per month by wages to these workers. It is, therefore, that the action of the Union may be treated as unfair labour practice and it is prayed that they should be directed not to interfere with the action of the employer in employing the 49 workers by illegal strike with other reliefs.

6. The Union by their written statement (Ex. '3') contended that the industrial dispute does not exist between the workmen in question and the transport and dock workers union and the management. Under such circumstances the Tribunal had no jurisdiction to decide the matter. It is averred that the union was never consented nor consulted for transfer of those 49 workers from Kandla to Bombay or Manmad Depot. It is averred that the jobs of the workers in the Food

Corporation of India are non transferrable. It is, therefore, these transfers are illegal. It is submitted that the alleged discussion which took place between the Food Corporation of India and the Union of the concern workers at Kandla had nothing to do with the present Union of Bombay. It is submitted that it never indulged in unfair labour practice. It is asserted that the action of the workmen of Bombay Godown and Manmad Depots of Food Corporation of India in preventing 49 workers transferred from Kandla is legal and justified. Under such circumstances it is submitted that the reference may be answered against the management and in favour of the Union.

7. My learned predecessor framed issues at Ex. '4'. The issues and my findings thereon are as follows :

Issues	Findings
1. Whether industrial dispute existed between the workmen in question the transport & Dock Workers Union, Bombay and the management of the Food Corporation of India?	Yes.
2. Whether the 40 workmen in question were re-employed at Bombay and Manmad Depots with the prior approval of the Transport and Dock Workers' Union, Bombay?	They are not re-employed but they are transferred from Kandla to Bombay and Manmad with approval of the Transport & Dock Workers Union, Bombay.
3. Whether the action of the workmen of Bombay Godowns & Manmad Depots of Food Corporation of India, to prevent 49 workers transferred from Kandla to work at Bombay Godowns and Manmad Depot is legal and justified and/or amounts to unfair labour practice?	The action is not legal & justified. It does not amount to unfair labour practice.
4. If so, to what relief are the management entitled to?	As per final order.
5. What Award?	As per final order.

REASONS

8. Some of the facts can be said to be undisputed. At Kandla the workers were working under the Kandla unregistered Dock Workers' Regulation Employment Scheme, 1540 workers were working there. Due to the cessation of imports of foodgrains there was no work for the workmen at Food Corporation of India at Kandla since the year 1990. The voluntary retirement scheme was introduced. Out of those workers, 1540 workers opted for the voluntary retirement scheme. The 49 workers did not opt for the same.

9. It is not in dispute that those 49 workers the management transferred 18 worker to Bombay and 31 workers to Manmad who opted for the same. The remaining one was retrenched. It is also not in dispute that government revoked the scheme of Kandla unregistered Dock workers (regulation of employment scheme). It is rightly argued that it is therefore the workers were not protected and they should have been retrenched for non-availability of the work but the management decided to provide work to them as they were very young.

10. Karnaparam (Ex. '6') Deputy Manager of the Food Corporation of India has affirmed that on 17th July, 1986 a letter (Ex. '7') was written by Manohar Kotwal wherein he categorically suggested for transfer of those workers to Bombay and Manmad. Nathu Dadu Kamble (Ex. '9') who is the Joint Secretary of the Union denies the knowledge of that letter but admits the signature of Manohar Kotwal on the same. After perusal of that letter it clearly goes to show that while taking review of all the situation at Kandla Port the General Secretary of the Union addressed to Shri Datta the General Manager of the Food Corporation of India that those 49 workers can be transferred alongwith their funds, gratuity etc. as departmental labour to Bombay. From tenure of that whole letter it appears that he agreed for such transfer. So far position of Mr. Kotwal is concerned at relevant time he was the President of Transport and Dock Workers Union, Kandla Port and at the same time General Secretary of the Transport and Dock Workers Union, Bombay. Being his position as a General Secretary of the Union and after perusal of the contents of that letter it clearly suggest that he agreed for such a transfer for betterment of the workers. If really those 49 workers would not have been transferred the management would have retrenched them. It appears it is because of this the transfers of those workers were agreed by Mr. Kotwal. It is not in dispute that at that time there was no work at Kandla Port. At present it appears the work which is available is carried out by contractor. It is, therefore, the suggestion that those workers are to be transferred to Kandla cannot be accepted.

11. It is tried to argue by Mr. Wagh the Learned Advocate for the Union that the letter (Ex. '7') alleged written by Manohar Kotwal is not proved. I am not inclined to accept this because it is well established that Evidence Act is not applicable to the dispute before the Industrial Tribunals. What is to be seen is exactly what must have happened. Here the letter is on the record. The signature is admitted by the Office bearer of the Union. Nothing more is required to prove this letter in the reference. It is also tried to argue that the management should have examined Kotwal as their witness. On the contrary Kotwal should have been the witness of the Union to say that even though he wrote such letter, it was for a particular reason. The burden was on the Union to explain the circumstances which they wanted to establish other than mentioned in the letter. As that is not done I find that the action which is taken by the management on the basis of this letter is justified.

12. One of the argument which was advanced on behalf of the Union is that these workers job is not transferrable. It is not in dispute but it does not mean that the management and the workers at a lot cannot come together and accept for transfer. Here in this case those 49 workers accepted the transfer. The General Secretary of the Union suggested that such transfer should be made. Under such circumstances there is no substance in the argument that as there is no provision for transfer of those workers the transfers are illegal.

13. So far as unfair labour practice is concerned It can be seen that for proving such a thing much more evidence is required. In the written statement and in the evidence which is adduced by the Union, it is tried to bring on the record that they are not aware of any letter written by Mr. Manohar which the management wants to rely. From the letter it is very clear that Mr. Manohar wrote it when he was at Kandla. It does not appear that its copy was sent to the Union. It was very likely that because of this the Union restrained these 49 workers from doing the work. I think if they would have aware of the fact that their leader had accepted this and with his consultation the transfers were effected. In that case they would not have opposed their working at Bombay and at Manmad. Their action appears to be on the basis of no information in respect of the actions of their leader as this is so it is difficult to accept that they adhere to unfair labour practice contemplated in the fifth schedule of the Industrial Disputes Act. I am sure that Union will not resort to unpleasant activities to result into for coming into the conclusion that they practised unfair labour practice. At this juncture I find that the action of the Union not allowing the management to allot them work is not unjustified but so far as unfair labour practice is concerned I am not inclined to accept that the Union indulged in such an activities.

14. The letter written by Manohar Kotwal who happens to be the General Secretary of the Transport and Dock Workers Union, Bombay. The workers who opposed the transferred workers from allotting job are from his Union. Therefore the dispute which is in existence has to be said between the Transport and Dock Workers Union, Bombay and the Food Corporation of India. The argument that this Union has nothing to do to the dispute has no meaning. It is tried to argue that the Union of Bombay and that of Kandla are 2 separate entities and independent organisation registered under the Trade Union's Act of 1926 and operating into different states. This position is not in dispute. It is tried to suggest that as the Bombay Union's constitution does not permit indulging into the activities of the other Union it has no concern with the workers there. In normal course that would have been accepted but here one man that is Mr. Manohar Kotwal comes into picture. He holds high position in both the Unions. It is, therefore, the action which is taken by him by the letter binds his Union.

15. For all these reasons I record my findings accordingly and pass the following order.

ORDER

1. The action of the workmen of Bombay Godown at Manmad depots of Food Corporation of India to prevent 49 workers transferred from Kandla to work at Bombay Godown and Manmad Depots is legal and justified and it does not amount to unfair Labour practice.
2. No order as to cost.

S. B. PANSE, Presiding Officer

Dated : 13-6-95.

नई दिल्ली, 11 जुलाई, 1995

का. मा. 2184.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 4) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-95 को प्राप्त हुआ था।

[सं. एल-19012/23/87-डी IV (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th July, 1995

S.O. 2184.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workmen, which was received by the Central Government on the 6-7-95.

[No. L-19012/23/87-DIV (B)]

RAJA LAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 121 of 1988

PARTIES :

Employers in relation to the management of Girmint
(R) Colliery of M/s. E.C.L.

AND

Their Workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy—Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. P. Banerjee, Advocate.

On behalf of Workmen—None.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(23)/87-D.IV(B) dated 24-8-1987 the Central Government in exercise of its power under Section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Girmint(R) Colliery of M/s. E.C. Ltd., P.O. Charanpur, Distt. Burdwan in denying promotion to S/Shri Hiralal Ghosal and D.D. Tarafdar. Fitters in Technical and Supervisory Grade B from the date of their Juniors were promoted to such grade, is justified? If not, to what relief the workmen concerned are entitled and from what date?”

2. This is a reference case of 1988. Parties were represented by their Counsel and filed their respective written statements, workmen also filed the rejoinder on 7-10-1988. The parties however did not produce any evidence in support of their claim and a petition dated 24-3-1995 under the signature of the General Secretary of the Union was filed before this Tribunal stating therein that they are not interested to proceed with the dispute, which may be dropped.

3. I find from the order sheet that the workmen have not taken any step in the case since 1992. I am satisfied that the workmen have given up their claim on the reference and since no adjudication can be made on the reference without any evidence on record and the workmen have mentioned in the Memo dated 24-3-1995 that they do not want to proceed with their demand. I pass a “No Dispute” Award in the case.

The reference is accordingly disposed of.

Dated, Calcutta,

The 18th May, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 11 जुलाई, 1995

का. मा. 2185.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-95 को प्राप्त हुआ था।

[सं. एल-22012/353/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th July, 1995

S.O. 2185.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 6th July, 1995.

[No. L-22012/353/92/IR.C.II]
RAJA LAL, Desk Officer

Copy of order dated 14-6-1995 passed in Case No. CGIT/LC(R)(58)/93 between Employers in relation to the Management of Jamuna & Kotma Area of S.E.C.L. Post Jamuna Colliery and their workmen.

14-6-95—Management by Shri M. S. Kaley union N.C.W.F. by Shri S. K. Rao Ad. union H.M.S. by Shri Kashinath. Arguments heard on the application dated 13-3-1995 filed by H.M.S. wherein the settlement reached between N.C.W.F. and Management dated 6-2-95 is assailed.

The objection of the management and union of N.C.W.F. is that in reference of Ministry of Labour u/s 10 of Industrial dispute Act, the H.M.S. was not a party and as such H.M.S. has no right to challenge the settlement.

N.C.W.F. raised the dispute before the management for the wages and allowance of hundreds of workmen about ten years back and since then N.C.W.F. and Management were the parties to the dispute till the failure of reconciliation before the Asstt. Labour Commissioner. The alleged intervener H.M.S. are not the party in the reference made by Ministry of Labour u/s 10 I. D. Act. However after prolonged dispute for many years between N.C.W.F. and Management when the settlement was reached between them, the H.M.S., all of sudden jumped up in the reference for adding him as party. It is alleged that object of H.M.S. is to oppose the settlement so that the payment to the workers who will be getting lakhs of Rupees, be deferred or delayed.

It is clearly laid down in case of Hochtalr Gamman Vs. Industrial Tribunal AIR 1964 S.C. 1746 at page 1749 that the Jurisdiction of the Tribunal to add party is limited. It is clearly directed that the power u/s 18(3)(1) of I.D. Act cannot be exercised by the Tribunal so as to enlarge materially the scope of the reference. A third party can be heard only where it is absolutely necessary for fair disposal of reference.

It is observed in Goa Dock Labour Union Vs. Ram Krishna (1979) Lab I.C. 1050 at 1055 that :

"If reference direct the tribunal to adjudicate upon a dispute between and the Tribunal cannot enlarge the scope of enquiry by bringing in additional parties."

The union of H.M.S. is intervening and raising the dispute after 10 years and there is no explanation of this guilty-silence. H.M.S. made no attempt to raise the dispute before Labour Commissioner or get the dispute referred by Ministry of Labour u/s 10 of I.D. Act to this Tribunal. For the reason best known to H.M.S. this application is filed by H.M.S. after the settlement of dispute. No case is made out to show that settlement is unfair.

Consequently the H.M.S. has no locus standi and their application to intervene in the reference is liable to be rejected. In short the reasons are as below :

- (1) In this reference u/s 10 of I.D. Act the Ministry of Labour has not made H.M.S. as party.
- (2) The H.M.S. has filed this application after inordinate unexplained delay of many years.
- (3) The dispute under the reference has come to an end due to the settlement between the parties to the reference and the intervention will unnecessarily complicate the settled matter.
- (4) More than two hundred workmen will get lacs of Rupees under the settlement and such intervention

which has no merit may lead to mischief and corruption.

- (5) The intervener has efficacious alternative remedy and he can get the relief by raising separate dispute u/s 10 of I.D. Act.

In the aforesaid back-drop and looking the observations of Hon'ble Supreme Court, the application of H.M.S. to intervene is hereby rejected.

The settlement dated 6-2-95 is accepted and reference is answered as per settlement. Copies of award dated 13-3-95 be sent to Ministry of Labour as per rule.

Sig. Illegible

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE REF. NO. CGIT/LC(R)(58)/1993

BETWEEN

Deputy General Secretary (C), National Colliery Workers Federation (NIO). P.O. Kotma Colliery, District Shahdol (MP).

AND

The General Manager, Jamuna & Kotma Areas of S.E.C. Ltd. P.O. Jamuna Colliery, District Shahdol (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Union : Shri S. K. Rao, Advocate & Shri A. K. Dasgupta, Dy. General Secy.

For Management : S/Shri N. S. Kale & A. K. Shasi, Advocates & Shri D. Chakravorty, Personnel Manager.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP).

AWARD

Dated : March 13, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/353/92-IR(C-II) dated 5th March, 1993, for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the miners performing job of Dresser-cum-Loaders and also performing ancillary jobs are entitled for piece rate group wages and allowances on the basis of 61 cft coal loading in Kotma, Jamuna 9/10 & Govinda Collieries w.e.f. 1979 ? If so, to what relief the workmen concerned are entitled to?"

2. Parties as arrayed in the reference order were noticed to file their respective statement of claim. On 26-12-1994 Counsel for parties stated that they have reached to the interim settlement and sought time to file the same. On 16-1-1995 an application was moved by the other Union for making them intervener. Case was thereafter fixed for filing of reply to the application for intervener. On 13-3-1995 parties to the dispute filed the reply. Parties have also filed the Settlement dated 6th February, 1995 duly signed by the President and the Dy. General Secretary of the Union and officers of the management including Shri D. Chakravarty, Personnel Manager (P) Jamuna Kotma Area.

3. Arguments were heard on the application for intervener. The dispute of the workmen was espoused by the National Coal Workers Federation. Therefore it is held that the other Union has no locus standi to challenge the Settlement. It can raise the industrial dispute in accordance with the law.

4. Parties filed the Settlement and their representative verified it. The terms of which are as under :—

TERMS OF SETTLEMENT

1. It is agreed that the concerned workmen although designated as Miners are doing the work of dresser-cum-loader/Drill coal minor. It is further agreed that they will be paid as per the existing workload of 81 cft. and the same shall not be reduced. However, pro-rata increase on the basic rate based on 61 cft. workload of Group Wages V-A would be given to Miners of Kotma, Govinda and Jamuna 9/10 w.e.f. 1-1-85 ie at the rate of Rs. 32,997 (Rs. 24,85 ÷ 61.0 cft × 81.0 cft. for the period from 1-1-85 to 31-12-86 and Rs. 57.51 (Rs. 43.31 ÷ 61.0 cft. × 81 cft. for the period from 1-1-87 onwards for workload of 81 cft.
2. It is further agreed that fall back wages, if any, would be paid on the basis of enhanced basic of 81.0 cft. workload i.e. Rs. 32,997 for the period from 1-1-85 to 31-12-85 and Rs. 57.51 for the period from 1-1-87 onwards.
3. It is agreed that the ancillary allowance for 40.5 cft. will be paid at the rate of Rs. 1.32 paise and no allowance for solidblasting shall be payable and the payment already w.e.f. 1-1-85, and thereafter, shall be adjusted accordingly in the arrears arising out of this settlement and the workman shall continue to do actual job of dressing, helping the driller in drilling, helping the Shotfirer in stemming etc. as is done at present and as has been the practice.
4. It is agreed by both the parties that arrears arising out of this settlement, shall be payable to the Miners for the period from 1-1-85 to 30-9-94 and the payment will be made within a period of three months and break up of arrears yearwise will be given to each individual. This is also agreed that Union will not make any claim of arrears whatsoever prior to 1st Jan. 1985.
5. It is agreed that the mode of payment of the arrears to the existing Miners on roll as well as those who have either retired or declared medically unfit or retired under voluntary retirement scheme will be made through State Bank of India, Jamuna Branch.
6. It is agreed that in case of any dispute/problem regarding identification of Miners/Nominee/legal heir, two of the three Union representatives, namely Shri A.K. Gautam, Shri R.P. Mandal and Shri A.K. Dasgupta and the PM/DY PM/SR PO of the concerned unit will certify the genuineness of the person/sort out the problem.
7. It is agreed that payment of arrear in respect of deceased miners will be made to such of legal heirs who were nominated by the deceased miners for payment of both gratuity and PF where such nominee is not available, payment will be made as per succession certificate.
8. It is agreed that the affidavit and authorisation given by the concerned miners to the NCWF Union to deal the case on their behalf will be submit and it will be treated as a part of the settlement.
9. Both the parties agreed that in case of any dispute that may arise in the matter of implementation of the settlement, the same shall be referred to the Director (P), SECL, Bilaspur, whose decision shall be final and binding on the parties.
10. It is agreed by both the parties that this settlement is full and final in all respects and to the entire satisfaction of the Union concerned and the workmen. Any dispute/claim pending before the authority/anywhere shall be treated as withdrawn and 5 copies of this settlement shall be submitted before the Central Govt., Industrial Tribunal, Jabalpur, for passing consent award in terms of settlement in respect of above case No. CGIT : LC : R : 58 to 93 pending before it.

5. The Union, NCWF, have filed 267 affidavits in support of the Settlement. The terms of settlement arrived at mutually between the parties are just and fair. Award is made in terms of the aforementioned Settlement. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 12 जुलाई, 1995

का. आ. 2186.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-95 को प्राप्त हुआ था ।

[सं. एल—22012/341/91-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 12th July, 1995

S.O. 2186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on 11-7-1995.

[No. L-22012/341/91-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 18/92

In the matter of dispute :

BETWEEN

The General Secretary, F.C.I. Workers Union (INTUC)
58, Diamond Harbour Road, Calcutta.

Versus

The Managing Director, Food Corporation of India,
Khadya Bhawan, H-20, Barakhamba Lane, New Delhi-1.

APPEARANCES :

Shri Ashok Arya with Shri M. L. Sharma—for the Union.
None—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-22012/341/91-IR (C-II) dated 17-2-92 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management is legal and justified in having two different working hours including 2nd Saturday for Depot Staff/Operational Staff and the departmental food handling workers in depots of West Bengal, Bihar, Orissa, Assam and N.E.F. of F.C.I. ? If not, to what relief they are entitled to and from what date ?"

2. The case was fixed for arguments when on 26-6-95 an application was filed by the representative for the workman for withdrawal of the dispute on the ground that the

matter has since been settled bilaterally. A memorandum of understanding was arrived at and was filed alongwith the application. The case was taken up at his request and statement of the workman was recorded in which he stated that the management and the workman has amicably settled the dispute and he wanted to withdraw the reference as no dispute exist between the parties.

3. In view of his statement and the copy of the memorandum of settlement filed by him I accept the same. No dispute exist between the parties for adjudication by this Tribunal and, therefore, pass a No Dispute Award in this case. Parties shall bear their own costs.

Dated : 27th June, 1995

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 12 जुलाई, 1995

का. आ. 2187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कार्पोरेशन लिटि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, कोल्लाम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-95 को प्राप्त हुआ था।

[संख्या-एल-30012/21/92-आई आर (विविध)]
आई आर (कोल-I)]
ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 12th July, 1995

S.O. 2187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd. and their workmen, which was received by the Central Government on 12-7-1995.

[No. L-30012/21/92-IR (Misc.)/IR (Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

Dated, this the 28th day of June, 1995

PRESENT :

Sri C. N Sasidharan, Industrial Tribunal.

IN

Industrial Dispute No. 18/93

BETWEEN

The General Manager (Marketing) South, Bharat Petroleum Corporation Ltd., 7, Kodambakkam Road, P.B. No. 1277, Madras.

By Sri Menon and Pai, Advocates, Ernakulam.

AND

Smt. U. Vijayakumari, Parakudiyilveedu, Kizhakkumkara, Kulathur P.O.

By Sri R. Lekshmana Iyer, Advocate, Trivandrum.

AWARD

This Industrial Dispute has been referred for adjudication to this Tribunal by Government of India as per Order No. L-30012/21/92-IR (Misc.) dated 14-6-1993.

The issue for adjudication is the following :—

"Whether the action on the part of the management of Bharat Petroleum Corporation Ltd., in dismissing the services of Smt. U. Vijayakumari as a Peon w.e.f. 8-12-1991 is legal and justifiable? If not, to what relief the workman is entitled to?"

II. The dismissal of the workman was after a domestic enquiry. The workman contended that there was no proper and valid domestic enquiry. Therefore that point was considered as a preliminary issue. As per order dated 6-6-1995 this Tribunal found that the domestic enquiry is proper and valid. The necessary facts involved in this case stated in that order which I shall extract below in full :—

ORDER

This reference concerns the dismissal of Smt. U. Vijayakumari from the service of Bharat Petroleum Corporation Ltd.

2. The management before initiating disciplinary proceedings against the workman has given charge memo alleging that she has committed misconducts of righteous disorderly behaviour during working hours, use of abusive language etc., wilful insubordination or disobedience, habitual neglect of work and malicious or false allegations against the Corporation and its officials as per charge memo dated 15-5-1990. The explanation submitted by the workman was not found satisfactory by the management and hence the management ordered a domestic enquiry. Sri L. C. Pynadath who was Deputy Manager at Cochin of the management Corporation was the enquiry officer. The enquiry officer conducting the domestic enquiry found the workman guilty of the charge. Accepting the findings of the enquiry officer the management inflicted the punishment or dismissal.

3. In the claim statement filed by the father of the workman in his capacity as the guardian of the worker appointed by this Tribunal the case pleaded is briefly as below :

The claimant is the father of the workman in this case. She is suffering from mental illness and hence this Tribunal has appointed this claimant as the guardian to prosecute this matter. While the workman was holding the post of Peon in Trivandrum LPG Plant unit, charges were framed against her and she was placed under suspension. She has filed her explanation denying all the charges. In the explanation she has stated that she was carrying out the duties entrusted with her with all sincerity and diligence and she was not having any intention to disobey any order. However after lapse of some days since her joining duty she developed dizziness and also depression of mind. She was not remembering any word or act on her part. In spite of such mental set back she was trying to discharge her duties in an honest manner. But on 17-5-1990 her sickness worsened and while discharging her duties she was taken to the hospital and admitted in the Mental Health Centre Trivandrum from 17-5-1990 to 12-6-1990. She was undergoing treatment there as an impatient and even after discharge she was undergoing treatment. From November 1989 onwards she was suffering from such sickness and she had undergone treatment for some period. She has not committed any misconduct. But the management dismissed her after conducting the enquiry. The dismissal is illegal, irregular and improper. During the course of the enquiry the workman was undergoing treatment for mental illness and the enquiry conducted against her is totally illegal and unsustainable. The enquiry proceedings was conducted in English though the workman was not proficient in English and the request of the workman to conduct the enquiry in Malayalam was not allowed. The workman was unable to cross-examine the management witnesses effectively and she was not able to concentrate her mind as a result of mental sickness. The signature of the workman was obtained by compulsion in the enquiry proceedings. The request of the workman for the assistance of a lawyer or a co-employee was not allowed. The enquiry officer prevailed upon the worker by undue influence to participate in the enquiry. The charges were not proved in the enquiry and the findings

are perverse. The evidence tendered by the witness and medical certificate produced was not properly considered. Copy of the enquiry report was not furnished to the worker before accepting the findings by the management. It is also stated that the punishment imposed is grossly disproportionate to the nature of charges. According to the claimant the dismissal of the worker was without any justification and she is entitled to be reinstated in service with all benefits.

4. The case pleaded by the management as per the written statement is briefly as below : The worker was selected to the post of Peon on the basis of interview held on 2-12-1988. The details of job to be done by her was explained to her. It was the term of employment that during the working hours she should do the job diligently and faithfully and carry out the instructions given by the higher authorities from time to time. It was also mentioned that all the rules and regulations applicable to her category will be applicable to her also. While working so she was charge sheeted for various misconducts and the 5 charges were in accordance with the standing order clauses 20.1.4, 29.1.6, 29.1.20, 29.1.21, 29.1.35. The explanation to the charge memo was not satisfactory and an enquiry was initiated. She participated in the enquiry throughout. The details of the procedure of the enquiry was explained to her in detail. She was given fair and reasonable opportunity to conduct her defence by cross examining the management witnesses and also to examine herself and her witnesses. She was allowed to bring a co-worker to defend her case but she replied that she did not want any such assistance. She signed the enquiry proceedings and she had no complaint about the manner of conducting the enquiry. The entire proceedings were conducted in Malayalam and translated in English by the enquiry officer and typed by the Typist. Copies of the day today proceedings were given to the workman at the close of each sitting and she never complained that the proceedings were translated into English not correctly. She did not object to the recording of the proceedings in English. The enquiry officer found that the workman is guilty of the charges and the charges proved are of very serious nature warranting severe punishment. Considering the entire facts and circumstances the management decided to impose punishment of dismissal. She was served that order and a copy of the enquiry report was also furnished to her.

5. The further case of management is that the workman was served with memos from time to time pointing out the lapse on her part and also her disobedience of orders issued by superiors. She has not performed the job with sincerity and diligence. No evidence was adduced in the course of the enquiry and thereafter that she was treated for mental disorder prior to November 1989. She has denied the charges which itself show that she is careful of understanding and also recollected as to what transpired. On the basis of the evidence and records in the enquiry the enquiry officer has come to the conclusion that the misconducts alleged against her were proved. According to the management the statement of the worker that she was undergoing treatment for mental illness is incorrect. She had no such case during the course of the enquiry. She never objected to the holding of the enquiry on that ground. No evidence was also adduced to that effect. She has fully participated in the enquiry and it is thus clear that she was of stable mind at the time of enquiry. She voluntarily participated in the enquiry. The enquiry conducted against her is perfectly legal and sustainable in law. The statement that her signature was obtained in the enquiry proceedings by compulsion is utter falsehood. She voluntarily signed the enquiry proceedings as a token of her acceptance that the enquiry was held in a just proper and impartial manner. Her father was also examined as a witness on her side. No allegation has been raised by her or by her father that her signature was obtained by compulsion and she was suffering from mental sickness. These allegations are only afterthought. The worker never requested for engagement of a lawyer to defend her case. She refused to avail of the opportunity allowed to her to bring a co-worker to defend her case. The management denies all other allegations levelled against the enquiry officer. The findings of the enquiry officer is on the basis of evidence on record and it is not perverse. The medical certificate produced by her only relates to the period from 17-5-1990 to 12-6-1990 which was also considered by the enquiry officer. At the time of submission of the enquiry report and dismissal order was issued it was not a requirement of law that a copy of

the enquiry report should be given to her to make representation to the disciplinary authority. The punishment of dismissal is proportionate to the gravity of the misconduct committed by her. According to the claim statement and her conduct before this court it is patently clear that she is not mentally in a fit condition to continue in service at all. In this unstable mental condition she cannot render the service required from her. The presence of such a person in the LPG plant would not only expose herself to danger but also jeopardise the lives of other workmen at the plant. Hence the relief of reinstatement should not be granted.

6. Since the validity of the domestic enquiry was under serious attack that point was considered as a preliminary issue. The enquiry officer was examined as MW1 and the enquiry file containing, enquiry proceedings, statement of witnesses, documents, findings of enquiry officer etc., has been marked as Ext. M1.

7. The main attack against the enquiry is that the whole enquiry proceedings are vitiated as the enquiry officer conducted the enquiry though the worker was mentally sick at the time of the alleged misconduct and during the course of the enquiry and was not in a position to understand things and to participate in the enquiry. In support of this submission the learned counsel for the worker placed reliance in the explanation of the worker submitted to the charge-sheet in which it was specifically stated that she was not keeping mentally well. The explanation was marked as Ex. M2 in the enquiry. Much reliance was placed on para. 2 of the explanation by the learned counsel. In para. 2 it is stated that the workman is sick and hospitalise. But the explanation is for the delay in submitting her explanation to the charge memo. It is true that she has stated in the explanation that she was not mentally well and also produced medical certificate to show that she was under going treatment from 17-5-1990 to 12-6-1990 in the Mental Health Centre, Trivandrum as an out patient. Except this certificate there is no evidence to show that she was mentally sick and undergoing treatment at the time when the misconducts were allegedly committed and during the course of the enquiry. As per the charge memo, which was marked as Ex. M1 in the enquiry, the misconducts were committed during the period December, 1989 to May 1990. The enquiry was conducted on 18-10-1990 and 19-10-1990. There is also nothing on record to show that she has raised any objection during the course of the enquiry to postpone the enquiry proceedings because of her mental illness. It is noticeable that her father was also examined as a next friend and he has also not raised any objection for the conduct of the enquiry on the ground that the worker is mentally ill. The further argument that even before the alleged misconduct she was suffering from mental disorder which was spoken to by the management witness No. 4 in the enquiry and the enquiry officer failed to consider that aspect also. The learned counsel for the workman placed much reliance on the abusive words stated in the charge sheet allegedly used by the workman that such words would not come from a person of normal and sound mind. According to the learned counsel the very words would clearly prove that the delinquent was abnormal at the time of the alleged misconduct. It is evident from the findings of the enquiry officer that he has considered the evidence of MW4 and since there was no material evidence regarding the mental illness the enquiry officer did not accept that statement. On going through the enquiry proceedings it is patently clear that the worker participated in the enquiry throughout without raising any objection for the conduct of the enquiry and without praying for postponement of the enquiry on her mental disorder. No medical certificate was also produced in support of the argument now advanced by the learned counsel. Therefore the contention that the whole proceedings are vitiated as the enquiry officer failed to consider that the delinquent was suffering from mental disorder even before and during the time of alleged misconduct and the enquiry officer conducted the enquiry though the worker was mentally sick and not in a position to understand things and participate in the enquiry effectively is devoid of merit.

8. The learned counsel for the workman would vehemently contend that the enquiry was conducted in English language though the worker submitted that it was difficult for her in holding the enquiry in English and the whole enquiry is therefore illegal and unsustainable. The enquiry officer as MW1 has explained before this Tribunal that the enquiry was con-

ducted in Malayalam and he has translated the proceedings into English and the Typist typed it in English. It is stated in page 3 of Ext. M1 that the charges were explained to the worker that the enquiry officer asked whether he need to explain the chargesheet in Malayalam and the worker replied that she fully understood the charges and there is no need to explain the same in Malayalam. Admittedly the copy of day today proceedings were given to the worker every day. There is nothing on record to show that the worker at any point of time objected to the recording of the enquiry proceedings in English. She had cross examined all the management witnesses and the copies of the day today proceedings were given to her. The delinquent is a matriculate and was a nursery school teacher according to MW1. That statement remains unchallenged also. After going through the copies of the proceedings she had ample opportunity to raise objection if any regarding the omission if any in recording the proceedings in English or that the enquiry officer has recorded anything which was not spoken to by the witnesses on cross-examination by the delinquent. There is no evidence in the enquiry proceeding to show that the worker asked for assistance of a lawyer to defend her case. It is not disputed that the enquiry officer offered the assistance of a co-worker to defend her case. No doubt there was no necessity to record the proceedings in English. But it is not established that any prejudice has been caused to the worker in recording the enquiry proceedings in English. In the absence of any objection at any stage of the enquiry and in the absence of evidence that any prejudice has been caused the delinquent the contention that the enquiry proceedings is illegal and unsustainable by the reason of recording it in English is only to be rejected.

9. For the above view I seek support from two decisions of the Supreme Court of India. The first authority cited is the decision in *Tata Engineering and Locomotive Co. V. Prasad* (1969 2 I.L.J. 799). In that case the court considered the scope and ambit of principles of natural justice to be observed in domestic enquiries. The court in para 809 has held that Industrial Tribunals while considering the findings of domestic enquiries must bear in mind that persons appointed to hold such enquiries are not lawyers and that such enquiries are of a simple nature where technical rules as to evidence and procedure do not prevail. In the case before me the enquiry was conducted by the then Deputy Manager who is admittedly not a legally trained person. The enquiry officer has stated that he is having the qualification of B.Sc and MPA in marketing. The delinquent has not objected at any point of time during the course of the enquiry regarding the procedure adopted by the enquiry officer or the person who conducted the enquiry. Considering the educational qualification of the enquiry officer and the fact that there was no objection from the worker as mentioned above the present contention of the learned counsel for the worker that the enquiry is vitiated cannot be accepted. It is also noticeable that the enquiry officer on the evidence on record found the workman guilty of the charges and the Supreme Court in the above decision has observed that if the misconduct alleged against the employee was proved on question of victimisation or the management having biased against the workman could arise. The Supreme Court again in the case in *Tripathi V. State Bank of India & Others* (1981 I.L.J. 2) has considered the application of principle of natural justice in domestic enquiry. In that case the evidence was recorded not in the presence of the delinquent employee but the gist of materials gathered was communicated to the employee. The court in para 37 held that in order to sustain a complaint of violation of principles of natural justice on the ground of absence of opportunity to cross-examination it has to be established that prejudice has been caused to the delinquent employee by the procedure followed. The observation made by the court in para 30 of the judgement is also worth quoting as below :

"The party who does not what to controvert the veracity of the evidence from or testimony gathered behind his back cannot expect to succeed in any subsequent demand that there was no opportunity of cross-examination specially when it was not asked for and there was no dispute about the veracity of the statements. Where there is no dispute about the veracity of the statements. Where there is no dispute as to the facts, or the weight to be attached on disputed facts but only an explanation of the acts, absence

of opportunity to cross-examination does not create any prejudice in such cases."

In the instant case the worker never complained to the enquiry officer that the evidence of management witness were not properly recorded in English by the enquiry officer, though she was served with copies of day today proceedings. Therefore the principle laid down by the Supreme Court in this decision is squarely applicable here. In view of the above discussion particularly in the light of the above two Supreme Court decisions the present contention of the learned counsel for the workman only fails.

10. The third point of attack is that the enquiry was conducted not in compliance with the principles of natural justice and she was not afforded sufficient opportunity to lead evidence. It is also contended that the delinquent was mentally sick during the course of the enquiry and hence she could not effectively participate. As I have stated above there is no evidence that she was mentally sick during the course of the enquiry. It is evident from the enquiry proceedings that the enquiry officer has explained the charges to the delinquent before commencing of the enquiry, afforded all opportunities to the delinquent to defend her case, she has fully cross examined all the management witnesses and adduced evidence on her side, the enquiry officer has afforded the assistance of a co-worker to the delinquent, copies of day today proceedings were supplied to the delinquent, the delinquent had put her signature in every page of the day today proceedings and she has not raised any objection regarding the person who conducted the enquiry and the procedure adopted in the enquiry. There is also no evidence in support of the contention that the signature of the delinquent was obtained by compulsion and that the enquiry officer prevailed upon her by undue influence to participate in the enquiry. In the enquiry proceedings there is nothing to show that the delinquent made any such objection at any stage. In these circumstances it can only be held that the enquiry was conducted fully in compliance with the principles of natural justice.

11. The fourth point of attack is that the findings of the enquiry officer are perverse. The learned counsel for the delinquent would contend that the enquiry officer has not properly considered the evidence on record and the medical certificate produced by the delinquent before entering his finding. According to the learned counsel MW4 in the enquiry who was examined as a management witness, has stated that the delinquent was taking tablets and looked abnormal that he felt that he misconducts are not done intentionally by the delinquent. The enquiry officer has explained that he refused to accept the same as there was no material evidence. As stated earlier there is no evidence in the enquiry that the delinquent was mentally sick or undergoing treatment when the incidents occurred. Therefore the discarding of the aforementioned statement of MW4 by the enquiry officer cannot be stated as unjust or illegal. The management witnesses have given evidence clearly proving the charges levelled against the delinquent. It is evident from the findings of the enquiry officer that he has considered all the relevant materials and the evidence or witnesses before arriving at his finding. The findings of the enquiry officer regarding the charges is supported by legal evidence. Therefore the contention that the findings of the enquiry officer is perverse is devoid of merit.

12. The learned counsel for the delinquent workman would contend that MW4 in the enquiry who has deposed about the illness of the workman as stated above was not declared hostile and not cross examined on behalf of the management in this regard and therefore the statement of that witnesses would have been accepted and acted upon to hold that the workman was mentally ill at the time of the alleged commissioning of his misconducts. The enquiry is not like the trial of a criminal case. Further as held by the Supreme Court in the decision reported in *Tata Engineering and Locomotive Co. V. Prasad* (supra) the person appointed as enquiry officer in the present case is not a lawyer and such enquiries are of simple nature where technical rules as to evidence and procedure do not prevail. It is also noteworthy that the evidence of MW4 was considered by the enquiry officer in detail. In these circumstances the present contention is liable to be rejected.

13. The fifth point of attack is that the copy of the enquiry report was not given to the delinquent before ordering the

punishment or dismissal which has caused much prejudice to her and all actions of the management are vitiated on that ground. There is no specific pleading in the claim statement filed for the delinquent that due to non supply of enquiry report prejudice has been caused to her. Therefore the present contention is unsustainable. The Supreme Court had occasion to consider a similar question in the case between Sanker Chakravarti and Britannia Biscuit Company (1979 II LLJ 194) and observed thus in para. 31 of the judgment.

"If there is no pleading raising a contention there is no question of substantiating such a non-existing contention by evidence. It is well settled that allegation which is not pleaded, even if there is evidence in support of it, cannot be examined because the other side has no notice of it and if entertained it would tantamount to granting an unfair advantage to the first mentioned party. We are not unmindful of the fact that pleadings before such bodies have not to be read strictly, but it is equally true that the pleadings must be such as to give sufficient notice to the other party of the case it is called upon to meet. This view expressed in *Tin Printers 9(P) Ltd., V. Industrial Tribunal* (1967-II LLJ 867); at page 680 Command to us. The rules of fair play demand where a party seek to establish a contention which if proved would be sufficient to deny relief to the opposite side such a contention has to be specifically pleaded and then proved. But if there is no pleading there is no question of proving something which is not pleaded. This is very elementary".

The above observations fully support the view which I have taken above. The learned counsel for the delinquent in support of this argument placed reliance on a decision of the High Court of Kerala in *Abusali V. the Commandant* (1924 2 KLT 235). According to the learned counsel even in the absence of pleading regarding prejudice that can be raised subsequently. The High Court of Kerala in this decision has held that even of the objection of bias is not taken in the enquiry as a ground that is not material. That was a case in which a subordinate officer to the defacto complainant appointed as the enquiry officer and he conducted the enquiry. Therefore the court held that bias is writ large on the face of the enquiry and even if the objection is not taken during the course of the enquiry that is not material and the enquiry is vitiated. The facts and circumstances involved in the reported case are entirely different from the facts and circumstances involved in the case before me. Therefore this decision has no application here.

14. At the time of holding the enquiry and issuing the dismissal order it was not a legal requirement to supply the copy of the enquiry report to the delinquent or comments. The Supreme Court has considered this question in *Managing Director E.C.I.L. Hyderabad V. V. Karunkar* (1994 I LLJ 162). It was held in para 29 of the judgment that when the enquiry officer is not the disciplinary authority the delinquent employee has a right to receive a copy of the enquiry officers report before the disciplinary authority arrives at its conclusions with regard to the guilt or innocence of the employee with regard to the charges levelled against him. But the court in para 30(v) and 31 has stated the guidelines as below :

(v) "The next question to be answered is what is the effect on the order of punishment when the report of the Enquiry Officer is not furnished to the employee and what relief should be granted to him in such cases. The answer to this question has to be relative to the punishment awarded. When the employee is dismissed or removed from service and the inquiry is set aside because the report is not furnished to him, in some cases the non furnishing of the report may have prejudiced him gravely while in other cases it may have made no difference to the ultimate punishment awarded to him. Hence to direct reinstatement of the employee with back wages in all cases is to reduce the rules of justice to a mechanical ritual. The theory of reasonable opportunity and the principles of natural justice have been evolved to uphold the rule of law and to assist the individual to vindicate his just rights. They are not incantations to be involved nor rites to be performed

on all and sundry occasions. Whether in fact, prejudice has been caused to the employee or not on account of the denial to him of the report to be considered on the facts and circumstances of each case. Where, therefore even after the furnishing of the report, no different consequent would have followed, it would be a perversion of justice to permit the employee to resume duty and to get all the consequential benefits. It amounts to rewarding the dishonest and the guilty and thus to stretching the concept of justice to illogical and exasperating limits. It amounts to an "unnatural expansion of natural justice" which in itself is antithetical to justice."

31. "Hence in all cases where the Inquiry Officer's report is not furnished to the delinquent employee in the disciplinary proceedings, the Courts and Tribunals to the aggrieved employee if he has not already secured it before coming to the Courts/Tribunal, and give the employee an opportunity to show how his or her case was prejudiced because of the non-supply of the report. If after hearing the parties the Court/Tribunal comes to the conclusion that the non-supply of the report would have made no difference to the ultimate findings and the punishment given, the Court/Tribunal should not interfere with her case was prejudiced because of the non-should not mechanically set aside the order of punishment on the ground that the report was not furnished as is regrettably being done at present. The courts should avoid resorting to shortcuts. Since it is the Courts/Tribunals which will apply their judicial mind to the question and give their reasons for setting aside or not setting aside the order of punishment, (and not any internal appellate or revisional authority), there would be neither a breach of the principles of natural justice nor a denial of the reasonable opportunity. It is only if the Court/Tribunal finds that the furnishing of the report would have made a difference to the result in the case that it should set aside the order of punishment."

In the case before me it has not established that any prejudice has been caused to the delinquent due to the non supply of the enquiry report before issuing the dismissal order. There is also nothing to show that the furnishing of the report prior to the dismissal order would have made any difference with regard to the punishment which should result the quashing of the dismissal order. In this state of affairs the present contention advanced on behalf of the delinquent cannot hold good.

15. For the foregoing discussion, I hold that the enquiry was conducted fully in compliance with the principles of natural justice and the findings of the enquiry officer are proper, valid and supported by legal evidence.

III. The only question now remaining for consideration is the propriety of punishment inflicted.

IV. The learned counsel for the management would submit that the misconducts now proved against the delinquent were committed during the probation period itself that the management could have terminated the probation and that instead of taking such action the management has conducted a full fledged enquiry in which the workman was found guilty of the charges which are serious enough warranting punishment of dismissal. The learned counsel would further submit that even as per the claim statement and the conduct of the workman before this court she is mentally not in a fit condition to continue service under the management at all. Further her mental condition will not permit her from rendering service for which she was engaged. According to the learned counsel in her unstable mental condition she could not render the service required from her under the contract of service and the presence of such a person in the LPG plant premises would not only expose herself to danger but also jeopardise the lives of other workman in the plant. It is also submitted that much quantity of LPG is stored and handled through sophisticated machinery and the presence of the workman with unstable mind will endanger

the life of property of the company employees as well as the public at large. Therefore the relief of reinstatement could not be granted according to the learned counsel. On the other hand the learned counsel for the workman would contend that the charges now levelled against her are not serious enough warranting punishment of dismissal that there was no allegation of any kind of violent acts from her that her land and building were acquired by the management company and she was offered job that now she has lost her job and properties that she is on the verge of divorce that there is fast improvement in her mental condition that she is fit enough to join duty and that she is entitled to be reinstated in service even on compassionate grounds.

V. The misconducts were committed during the probation period. But the management has not terminated her probation and ordered a domestic enquiry. So the argument that the management would have terminated her probation has no merit now. It is true that she has committed the misconducts during the probation period itself. But the misconducts now proved are mainly use of abusive words and insubordination. There was no allegation of any violent acts or beating other employees or officers. The insubordination or disobedience was mainly not going to the Post office. The misconducts in question cannot be stated as grave enough warranting a punishment of dismissal. I have absolutely no doubt that the punishment inflicted is too severe and deserve to be interfered with this Tribunal.

VI. No doubt due to the abnormal behaviour and unstable mental condition of the workman this Tribunal has appointed her father as Court guardian for conducting the case. But there is remarkable change in her behaviour before this Tribunal at present which shows that there is improvement in her mental condition and she will be mentally stable very soon. It may be recalled that as per the findings of the enquiry there was no evidence of any unstable mental condition of the worker. It is true that she was paid compensation for acquisition of her hand. But she is now devoid of her properties and job offered by the Company from the acquisition of her properties. It is also to be considered that she is on the verge of divorce. She was working only as a peon mainly for doing work in the office and there is no evidence to show that she was doing any work connected with the storage and handling of LPG. The argument that her presence will endanger the LPG plant and also the lives of other employees cannot be accepted as her work can be confined to the office alone and her presence is not required in the places where LPG is stored and handled with sophisticated machinery. Therefore the argument that the worker with unstable mind will endanger the life and property of the company employees is without force particularly on the ground that there is improvement in her mental condition. On an anxious consideration of the totality of circumstances I am of opinion that in the interest of justice it is only proper and necessary to give her an opportunity to serve the management company to the satisfaction of the management. However the management need consider the reinstatement only if she produces a fitness certificate from a qualified psychiatrist.

VII. As per the enquiry findings the workman was found guilty of the misconducts and in view of that findings she cannot be let off without any punishment. According to me the mental agony and the difficulties suffered by her after the dismissal plus denial of back wages for one year would be adequate punishment for the misconducts proved against her and subject to that she should be directed to be reinstated.

VIII. In the result, the reference is answered holding that the punishment of dismissal of Smt. U. Vijayakumari is illegal and she is directed to be reinstated as peon with continuity of service and all other benefits but with holding full wages for a period of one year.

An award is passed accordingly.

C. N. SASIDHARAN, Industrial Tribunal Kollam.

APPENDIX

Witness examined on the side of the Management

MW1. Sri L.C. Painadath.

Document marked on the side of the Management

Ext. M1. File containing, enquiry proceedings, connected papers and the findings of the enquiry officer.

नई दिल्ली, 17 जुलाई, 1995

का. आ. 2188.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता डॉक लेबर बोर्ड के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/7/95 को प्राप्त हुआ था।

[संख्या एल—32011/1/94-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 17th July, 1995

S.O. 2188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Dock Labour Board and their workmen, which has received by the Central Government on the 12-7-1995.

[No. I-32011/1/94-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 36 of 1994

PARTIES:

Employers in relation to the management of Calcutta Dock Labour Board.

AND

Their Workmen.

PRESENT:

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES:

On behalf of Management: None.

On behalf of Workmen: None.

STATE: West Bengal.

INDUSTRY: Port & Dock.

AWARD

By Order No. I-32011/1/94-IR(Misc.) dated 5-10-1994, the Central Government in exercise of its power under section

10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

1. "Whether the action of the Administrative Body, Calcutta Dock Labour Board in reducing the booking counters from 16 to 12 and thus increasing the workload of personnel manning the booking counter is justified?"
2. "Whether the action of the Administrative Body of Calcutta Dock Labour Board in altering conditions of services applicable to them immediately before the commencement of such proceedings in respect of personnel manning in booking counters is justified?"

If not, to what relief the concerned workmen are entitled?"

2. This is a case of the year 1994 and was registered in this Tribunal as a Reference Case on 30-11-1994. Management has been represented by Mr. B. K. Chakraborty, Industrial Relations Officer and the workmen are represented by Mr. A. N. Ghosh, Advocate with Mr. N. Lal Prodhan, Advocate.

3. Even though several times the case was adjourned for filing written statement by the workmen, no steps has been taken by the workmen to file the written statement till now. On 27-4-1995 on the request of the learned counsel appearing for the workmen, time was granted till 29-5-1995 for filing written statement on behalf of the workmen. But on 29-5-95, the workmen again failed to file any written statement and prayed for a very short adjournment for filing the same. The Tribunal had ordered on that date if the written statement on behalf of the workmen would not filed on the next date, necessary orders shall be passed. On 15-6-1995, no written statement was filed by the workmen. The Tribunal of its own adjourned the case to 27-6-1995, on which date also no one appeared from either side and no written statement on behalf of the workmen was filed or any more was made from their side in this regard. In such view of the matter, the case was reserved for Award.

4. From the conduct of the workmen, I find that they have given up their demands and do not canvas for the same. Since the reference cannot be answered without any evidence led in support of their demands and it is not possible for any Tribunal to adjudicate upon any demand without any evidence on record and there being no allegation or any material for the Tribunal to feel that the demands are being unfairly given up, I pass the "No Dispute" Award in this case.

The reference is disposed of accordingly.
Dated, Calcutta,
The 28th June, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 17 जुलाई, 1995

का. आ. 2189 .--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलाडिला आयरन और प्रोजेक्ट डिपोजिट-14 के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/7/95 को प्राप्त हुआ था।

[संख्या एल--26012/40/85-डी-II (बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 17th July, 1995

S.O. 2189.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project Deposit No. 14 and their workmen, which has received by the Central Government on the 11th July, 1995.

[No. 1-26012/40/85-D.II(B)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
Case Ref. No. CGIT/LC(R)(166)/1987

BETWEEN

Shri Sarwan, Maintenance Assistant, represented through the Secretary, Bastar Khadan Mazdoor Sangh (9 HMS), 2/B, New Colony, P.O. Kirandul, District Bastar (MP)-494556.

AND

The General Manager, Bailadilla Iron Ore Project, Deposit No. 14, P.O. Kirandul, District Bastar (MP)-494556.

PRESIDED IN: By Shri Arvind Kumar Awasthy.

APPEARANCES:

For Workman--Shri K. Dutta, Advocate.

For Management--Shri A. K. Shasi, Advocate.

INDUSTRY : Iron Ore Mine DISTRICT : Bastar (MP).

AWARD

Dated, the June 30, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26012/40/85-D.II(B), dated 1st September, 1987, for adjudication of the following industrial dispute:--

SCHEDULE

"Whether the action of the General Manager, Bailadilla Iron Ore Project, Deposit No. 14, Kirandul, in denying the benefit of next higher grade to Shri Sarwan Maintenance Assistant as per terms of Settlement dated 23rd August 1980 is fair and justified? If not to what relief is the workman entitled?"

2. Admitted facts of the case that Shri Sarwan is Maintenance Assistant in Bailadilla Iron Ore Project, Deposit No. 14, Kirandul and he joined the service on 12th January, 1970 and now he is a permanent employee. It is also the common ground that Memorandum of Settlement was arrived at on 23rd August, 1980 (Marked Ex. M/1 & M/2) and according to the Memorandum of Settlement every employee who had rendered more than ten years service in the same grade was entitled to be placed in the next higher grade.

3. The case of the workman is that he rendered more than ten years of service as Maintenance Assistant and management has not provided him the promotion as per Memorandum of Settlement dated 23rd August, 1980.

4. The case of the management is that as per Memorandum of Settlement dated 23rd August, 1980 it was a condition that the record of the workman should unblemish. Management has alleged that several adverse entries were recorded in the service record of the workman and the entries were communicated to the workman; that in view of the adverse entries in the confidential report of the workman the promotion, according to the Memo. of Settlement, was not given to the workman.

5. From the Memo. of Settlement dated 23rd August, 1980, it is clear that according to the scheme the workman

was entitled for the immediate promotion in the higher grade provided he had long unblemish service record. The confidential report Ex. M/3 of the year 1978, Ex. M/5 of 1981, M/7 of 1982 and Ex. M/8 of 1986 clearly goes to show that the adverse entries were made against the workman and the same were communicated to him. Workman submitted an application on 10th May, 1992 requesting to exonerate the adverse remarks and provide him the promotion. Management has promoted the workman to the higher post vide order dated 4th September, 1992 (Ex. M/3). The uncontroverted affidavit of Shri M. G. K. Nair fully establishes that the action of the management in denying the benefit of next higher grade to the workman as per Settlement dated 23rd August, 1980 was fair and justified.

6. Consequently, the reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 13 जुलाई, 1995

का. आ. 2190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/7/95 को प्राप्त हुआ था।

[संख्या एल—12012/240/91-आई. आर. बी-2]

वी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 13th July, 1995

S.O. 2190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 13th July, 1995.

[No. L-12012/240/91-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, DELHI
PALACE ROAD, KANPUR

Industrial Dispute No. 192 of 1991

In the matter of dispute between:—

Member Secretary,
U. P. Bank Employees Union,
127/191, W-1, Saket Nagar, Kanpur.

AND

Senior Manager,
Punjab & Sindh Bank,
Gumti No. 5, Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. 12012/240/91-I.R. B.II dated 15th November, 1991 has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Gumti No. 5, Kanpur Branch of Punjab & Sindh Bank in withdrawing the driver allowance from Sri Ram Sumer is legal and justified? If not, to what relief the concerned workman is entitled to?

2. In the instant case after the filing of the statement of claim in respect of the concerned workman-management failed to file its reply. Consequently the case proceeded ex-parte against the management and the Union was ordered to file its evidence in the case. For this purpose the Union availed sufficient opportunity but failed to file its evidence in support of its case.

3. Ultimately, when on 5th July, 1995, the case was taken up for hearing Sri B. P. Saxena, the authorised representative for the Union informed the Tribunal that he had no instructions in the case. In view of his this statement I am inclined to believe that the Union as well as the concerned workman is not interested in prosecuting the instant case.

4. Thus from the above discussions, I am of the opinion that the instant case should not be allowed to be linger on any more on one pretext or the other. I am further of the view that the Union is not interested in the case.

5. It is, therefore, held that the Union of the concerned workman is not entitled for any relief for want of proof. As such the reference is decided holding that the action of the management is justified.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनारा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, गोवा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/7/95 को प्राप्त हुआ था।

[संख्या एल—12012/152/92-आई. आर. बी.-2]

वी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 14th July, 1995

S.O. 2191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Goa as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 13th July, 1995.

[No. L-12012/152/92-IR (B-II)]

V. K. SHARMA, Desk Officer

IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF
GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Reference No. IT/ 59/92

Shri Prem Singh,
Tonca,P.O. Caranzulam-Goa. ... Workman/Party I
V/s.The Chief Manager,
Canara Bank,
Panaji-Goa.

... Employer/Party II

Party I—Workman represented by Shri Subhas Naik.

Party II—Employer represented by Advocate P. J. Kamat.

Panaji, the 26th June, 1995

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and Sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government by order dated 17th September, 1992 bearing No. L-12012/152/92-IR(B. II) referred the following dispute for adjudication by this Tribunal.

"Whether the management of Canara Bank, Goa, is justified in terminating the services of Shri Prem Singh w.e.f. 26th June, 1991? If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/59/92 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short, 'Workman') was represented by Shri Subhas Naik and Party II (for short, 'Employer') was represented by Advocate P. J. Kamat. The workman filed his statement of claim which is at Exb. 8. The facts of the case in brief as pleaded by the workman are that he was initially employer as a part-time daily wage employee w.e.f. March, 1985 and from the year 1986 he was working as a full time daily wage employee at Panaji branch of the Employer. That his daily wages were paid on a voucher and he was performing the duties of attending to counter work, stitching slip bundles, filing letters, delivery of tapal, bringing letters from post office etc. That he was paid bonus for the year 1985-86 and he had put in continuous service of 240 days every year including the year prior to the termination of his services on 24th June, 1991. That the Employer did not pay bonus to the workman for the year 1990-91 and therefore he made a complaint to the Senior Manager of the Panaji branch of the Employer. That because the complaint was made, the Employer orally terminated the services of the workman without giving him one month's notice or paying retrenchment compensation. According to the workman, the termination of his services is illegal and unjustified, and therefore he claimed that he was entitled to reinstatement with full back wages.

3. The Employer filed the written statement which is at Exb. 9. The Employer contended that the workman was engaged as a casual coolie to do casual odd jobs on day to day basis and his contractual engagements came to an end on each day of his engagement. The Employer denied that there was any Employer-Employee relationship between the Employer and the Workman and hence no industrial dispute existed. The Employer also denied that from the year 1986 the workman was working as a full time daily wage employee of the Panaji branch of the Employer or that he was performing the duties of attending the counter work, stitching slip bundles, delivery of tapal etc. As regards bonus, the Employer stated that bonus was paid to the workman because he has worked for more than 30 days during the respective accounting years and hence under the law he was entitled to Bonus. The Employer denied that the workman was not paid Bonus for the year 1990-91 or that his services

were terminated orally because he made a complaint. The Employer contended that the workman was employed on work basis and being not a workman the question of giving one month's notice or paying retrenchment compensation did not arise. The Employer denied that the workman was entitled to any reliefs. Thereafter the workman filed rejoinder which is at Exb. 10.

4. Before the issues were framed, when the case was fixed for hearing on 16th June, 1995 Shri Subhas Naik representing the workman and Advocate P. J. Kamat representing the Employer submitted that the dispute between the parties was settled and they filed the terms of settlement dated 16th June, 1995—Exb. 11 duly signed by the parties. Both the parties prayed that consent award be passed in terms of the settlement. I have gone through the terms of the settlement and I am convinced that they are in the interest of the workman. I, therefore, accept the submissions made by both the parties and pass the consent award in terms of the settlement dated 16th June, 1995—Exb. 11.

ORDER

1. It is agreed between the parties that Shri Prem Singh—Party I shall be included in the panel of daily wagers with immediate effect.
2. It is agreed between the parties on inclusion of Shri Prem Singh—Party I, in the panel of daily wagers, he shall be engaged as a daily wager in the leave vacancies of sub-staff at Panaji, Goa branch.
3. It is agreed between the parties that in view of the above, the Party I—Workman does not press for back wages for the period from 26th June, 1991 to 16th June, 1995.
4. It is agreed between the parties that his seniority in the panel of daily wager shall be reckoned from the first day of his engagement, i.e. 11th March, 1985 and he will be absorbed in the service of the Bank as per his seniority as and when the vacancy arises as per the Banks Scheme.

There shall be no order as to costs. Inform the Central Government accordingly about the passing of the award.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2192.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. श्री. सी. सी. एल. के गटरास क्षेत्र सं. 4 की अंगारपथरा कोलियरी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/7/95 को प्राप्त हुआ था।

[संख्या-एल 20012/261/90-आईआर (कोल-I)]

ब्रज मोहन, डैस्क अधिकारी

New Delhi, the 14th July, 1995

S.O. 2192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in

relation to the management of Angarpathra Colliery in Katras Area No. IV of M/s. BCCL and their workmen, which was received by the Central Government on 13-7-95.

[No. L-20012/261/90-IR(Coal-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 60 of 1991

PARTIES :

Employers in relation to the management of B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri J. P. Singh, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 6th July, 1995

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/261/90-I.R.(Coal-I), dated, the 18th March, 1991 :

SCHEDULE

"Whether the management of Angarpathra Colliery in Katras Area No. IV of M/s. BCCL is justified in not providing employment to the Clay Cartridge Makers namely Smt. Chameli Devi and following eight other persons :—

1. Bela Kumari
2. Sita Kumari
3. Ume-h Chouhan
4. Shankar Chouhan
5. Urmila Devi
6. Aslam Ansari
7. Loknath Nonia
8. Dilip Chouhan.

If not, to what relief they are entitled?"

2. In the context of the aforesaid reference both the parties filed their respective W.S. and rejoinder as prescribed in the law.

3. In the W.S. filed by the workmen it is stated that one Champa Devi was the clay cartridge maker in Angarpathra Colliery of M/s. B.C.C.L. situated in Area No. IV and she used to supply the same after manufacturing with a group of persons and thereby the present workmen were attached to her in her group. It is stated further that for the preparation of the said clay cartridge all the implements like water, earth, place of work etc. were arranged by the management and after manufacturing those were handed over to the management and thereafter Champa Devi being the leader used to get the price of the same which was distributed amongst her co-workers and herself. Further case of the workmen in their W.S. is that Champa died in 1988 and thereafter the management refused to take clay cartridge from the present workmen. Though the said Champa Devi raised industrial dispute since very long past for providing them in Cat. I

4. Unfortunately she or her co-workers were not favoured by the management with such prayer though other workers of the said type were absorbed and regularised in Cat. I by the order of the Hon'ble High Court as well as by the order of the Tribunal and also thereafter a settlement as Cat. I worker according to the recommendation of the Coal Wage Board.

5. The use of clay cartridge maker was in force in various collieries under BCCL like other companies such as Tisco, Bird & Co., NCDC owned by Government of India etc. for blasting stone and coal. After nationalisation of Coal industry in the year 1971 to 1973 the coal mines came into possession of the Government of India from the private concern and for the purpose of blasting they also adopted the method of using clay cartridge as it was done earlier.

6. The maker of the clay cartridge is to get a sum of Rs. 10 per thousand of clay cartridges which was much less than of the rules of equal pay for equay work. Already stated that many workers preparing clay cartridges and supplying to the management were regularised as per settlement entered between the management and respective union but these workmen were neither absorbed nor they were favoured with any benefit in spite of the fact that they were attached to Champa Devi who raised the industrial dispute at the very outset. Thereafter the dispute was raised before the AIC(C), Dhanbad in 1987 for their absorption and regularisation on permanent roll of the management but that ended having no result whatsoever though in case of others that was so settled and agreement to that effect was prepared.

7. After working in the management as clay cartridge supplier which are essential for the purpose of blasting they were not regularised or absorbed though they worked in Angarpathra Colliery in Katras Area No. IV under BCCL. The action of the management was not justified and they are entitled to be regularised as others have been done and also to give adequate relief to which they are entitled to.

8. In the W.S.-cum-rejoinder the management has stated as well as admitted the factum of working of Champa Devi herself but not the present workmen in her group and also it is admitted that the supply of clay cartridges were made as stated by the workmen in the past as well as after nationalisation and they were paid a sum of Rs. 10 per thousand. It is not disputed that several cases over this issue cropped up and those were decided finally by the Hon'ble High Court as well as the learned Tribunal and the management obeyed the direction given by the Hon'ble Courts. Also it is admitted that in some cases some union for some workmen as stated by the concerned workmen raised dispute for regularisation and absorption of workmen associated to their union and on settlement after discussion some were regularised on consent of both the parties under the terms and conditions therein. But so far the present workmen concerned the case of the management is that they cannot get the benefit of the situation which took place in case of others. On the other hand the present workmen are strangers and never they were attached to Champa Devi as claimed. It is stated further that the claim of the present workmen could not be justified from the figure of the clay cartridge supplied by Champa Devi as it appears from the final records and that figure itself wipes out the possibility of working the present workmen with Champa Devi as because it is expected that one workman should manufacture one thousand clay cartridge atleast in a day and the figure as against Champa Devi for the years 1986, 1987 and 1988 can never be justified the work of these 8 workmen and thereby the prayer for regularisation after absorbing them in the colliery does not come in.

9. It is stated in the rejoinder that initially a dispute was raised before the ALC(C), Dhanbad but it was not referred by the Government of India as the case was not found fit for reference. Thereafter putting pressure upon the Government authorities for making this reference they succeeded in getting the reference. The entire case of the management is based upon concocted stories and as the present workmen never worked in this colliery being associated members of Champa Devi their recruitment as clay cartridge makers is not justified.

10. It is also in correct to say that the management made recruitment making discrimination and arbitrariness in recruitment and absorption of clay cartridge makers.

11. In the rejoinder the workmen concerned practically repeated the same words as they stated in their W.S. According to them the reference is not invalid one and they have not been considered for regularisation though they worked for last 10 to 12 years and the management illegally stopped them from their work sometimes in the year 1988. In various orders of the Tribunal and judgement of the Hon'ble High Court these clay cartridge makers are considered to be the employees of the colliery as per Coal Wage Board Recommendation and NCWA and pursuant to that circular the present workmen are also entitled to be regularised by recruiting them as permanent employees. It is denied that they are strangers nor it is admitted that they are indulging in the gambling in the litigation and it is stated that various evidence would be produced to establish that they were associated with Champa Devi who were engaged in the production of clay cartridges for several years and as and when Champa Devi died in December, 1988 the concerned workmen stopped from the work and thus the facts and circumstances are sufficient as per regulations in this context to allow their prayer for regularisation after recruiting them.

12. In the instant reference some points are admitted. So it will be unnecessary to make a discussion elaborately over these points.

13. Let me state the admitted position in the following manner to reach the point in issue exactly.

14. Before and after nationalisation it is admitted position that for the purpose of blasting the clay cartridges were manufactured by some clay cartridge makers with the equipment supplied by the collieries though they were not the employees of the collieries itself. It is also admitted that one person is to manufacture one thousand cartridges in a day and for the same he or she would get Rs. 10.

15. Similarly it is also not disputed that in Angarpathra Colliery under BCCL many persons including Champa Devi used to manufacture clay cartridges in the manner as stated above and they also used to get the price for the same which were distributed amongst the co-workers including the gang leaders. It is also not disputed that Champa Devi is working in the said Angarpathra Colliery for the last 10 to 12 years and her output was good in number and for the same she was not competent enough to manufacture those clay cartridges along and obviously she had to take help of other co-workers though no paper is forthcoming who were the said workers.

16. Another facts which have been admitted by both the sides in their written argument as well as oral submission that some settlements took place between BCCL and some union in respect of certain workers who were the clay cartridge makers for their absorption under the Circular of NCWAs. It is also not disputed that a time came when the collieries took a decision to give permanent employment of the clay cartridge makers required as per their demand and they were recognised as employee of Cat. I with the scale and other benefits admissible to them. It is also admitted by the management itself by exhibiting noting sheets that such settlements were made considering the output of the concerned workmen and in consultation with the union presently.

17. Another fact which we cannot deny that though not admitted by the management that Champa Devi was one of the clay cartridge makers who raised industrial dispute for absorption and regularisation along with other clay cartridge makers which ultimately yielded no result.

18. To appreciate the point in issue I am to depend upon the oral evidence of the parties adduced in support of their respective cases and the documentary evidence exhibited in the instant case with some probability and situations though not emotional but taking into considering of humanitarian ground.

19. In the instant case the management had examined three witnesses such as P. Jha, Ram Ayodhya Singh and Jairam Rai.

20. MW-1 Shri P. Jha, attached to Katras Area No. IV since 1986 had deposed that formerly clay cartridges were purchased from the suppliers and thereafter as per decision of the company regular clay cartridge makers were employed

with the condition that per head one thousand clay cartridges are to be manufactured and they were given the length etc. He had also proved the note sheets Ext. M-1 and M-1/2 and according to his evidence the clay cartridge makers were departmentalised as per settlement arrived at between the management and the workmen represented by R.C.M.S. and also with different union and the said settlement have been marked as Ext. M-2, M-2/1 and M-2/2. It also appears from his evidence that for such settlement the output for the year 1985, 1987 and 1988 were taken into consideration and those were confirmed with the Cash Books marked Ext. M-3 to M-3/2. Other documents relating to Cash Books Ext. M-4 to M-6 have also been marked. He has stated that Champa Devi was not the supplier of clay cartridge during the year 1986, 1987 and 1988 there were no relationship of employer and employee between the management and her and thereby she was not departmentalised. He was cross-examined at length and he has deposed about the awards passed by the Tribunal and the decision of cases of the Hon'ble High Court. In cross-examination he has been constrained to admit the name of Champa Devi figured during the years 1987 and 1988 but she was not considered to be regularised as she was not regular supplier. A letter dt. 8-9-87 has been admitted by him relating to the dispute of ALC(C) raised by Champa Devi and 7 others marked as Ext. W-1. He had denied that Champa Devi was regular supplier till 1988.

21. MW-2 Ram Aydoya Singh, Asstt. Manager of Angarpathra colliery since 1982 and thereafter Manager on promotion in the year 1990 corroborated the manufacture and process of clay cartridges and requirement of the clay cartridges. According to him Hari Beldar, Lachmi Kamin, Sitwa Kamin were regular suppliers of clay cartridge in their colliery. At the same time he had admitted Champa Kamin was one of the supplier of clay cartridges and her father was an employee of the said colliery but during the year 1986 to 1987 her supply was irregular. According to him none of the workmen ever worked as Clay cartridge makers in this colliery. In cross-examination this witness has admitted that from the register marked Ext. W-1 it would go to show that Champa Kamin supplied clay cartridges in different dates and also Ext. W-2 has been proved where from it appears that gold mitali was supplied to Champa for the manufacture of clay cartridges. The similar fact has also been told by MW-3 Jairam Ram who is a worker of BCCL and who worked as outsider from 1986 to 1987 of Angarpathra Colliery. He had marked the Cash Books marked Ext. M-7 and M-7/13. In cross-examination he had denied that he had no knowledge how the clay cartridges are manufactured.

22. WW-1 Gohari Pd. Tewari, WW-2 Chamali Devi and WW-3 Dwarika Beldar have deposed that Champa Devi was the clay cartridge maker and along with her these workmen used to work and Champa Devi died in the year 1988 and she used to supply clay cartridges from long past with the help of these workmen. WW-4 Baleshwar Mahato also had corroborated the said fact.

23. Now the moot question is though it is not disputed that Champa used to supply clay cartridges till 1988 as it appears from Ext. M-3 itself but the fact remains that in between 1986 to 1988 the supply of Champa Devi was not such which can support the engagement of 8 other workmen to prepare the clay cartridges. As because one is to prepare 1000 clay cartridges per day and in that case 9 persons are to prepare 9000 clay cartridges in a day and in one year it exceeds more than 3 lacs. In nowhere it has supported from the exts. filed by the management as well as the workmen.

24. In this premises I cannot but mention that a list has been given from the side of the workmen showing the output of Champa Devi starting from 1986 which is in continuation of Ext. W-3/1 but the output for the year 1986 to 1987 or 1988 did not support the engagement of 9 persons as per rate of manufacture of clay cartridges per head per day.

25. So it is to accept that the period in between 1986 to 1988 which was taken into consideration in the settlement in respect of other workers resulting agreement marked Ext. M-1 to M-2/2 do not support the case of the present workmen.

26. Be that as it may the said settlement between the management and the union for different workmen go to show that considering the then situation the management as per

circular of NCWA somehow constrained to absorb some of the workers as permanent employee in Cat. I with the scale of pay and the benefits admissible under the Rules. But as none was there to represent Champa Devi her past work was not taken into consideration and thereby some of the clay cartridge makers for whom the fight was made were absorbed as per settlement but nothing was awarded to Champa Devi who expire in 1988 giving service to the company for a pretty long time.

27. Further, I am not ready to accept the submission of the workman concerned that the present workmen were the co-workers of Champa Devi though I cannot ignore that there were some co-workers before 1986 as the out put of Champa Devi transpires from the list given by the workmen. I give weight upon this statement as because this has not been challenged from the side of the management furnishing any statement of out put of clay cartridges by Champa Devi before 1986 as it has been furnished from 1986 to 1988 nor any Cash Book has been furnished to show that what amount was actually paid to Champa Devi for the manufacture of clay cartridges.

28. At the same time I cannot ignore this fact that the figures appearing 1986 to 1987 also do not support the work of the said 9 persons in the group of Champa Devi and thereby the claim of regularisation of the said workmen as prayed for cannot be entertained under the facts and circumstances. I am not forgetful that I am not the Court of Conciliation nor I am here to make a charity at the cost of the money of the management but being a Tribunal I cannot shut my eyes to the principles of natural justice which was overlooked by the management as none was there for Champa Devi at the relevant time and thereby her past work was not considered nor any respect was paid for the out put she gave in the early part as she was not backed by any forceful union but the relief were given to the persons who had such forceful union to push them and thereby I am of the opinion that the management was guided to some extent by the pressure of the union who stood by the side of some of the women and they were absorbed and regularised with all benefits of Cat.I and considered them to be the employees of Cat.I of M/s. BCCL. Keeping in my mind the facts and circumstances figures discussed earlier and being inclined to make some natural justice though I do not accept the claim of the 9 workmen of this reference to be justified but I think that atleast one person considering to be a workman of the group in which Champa Devi was leader should be absorbed when the management had absorbed a number of clay cartridge makers by way of negotiation or from their own accord to meet the natural justice and to recognised the service of Champa Devi natural justice and to recognised the service of long time. Therefore, the reference is disposed off in the following manner.

29. The management of Angarpathra Colliery in Katras Area No. IV of M/s. BCCL is justified in not providing employment to all the clay certificate makers namely Smt. Chameli Devi and 8 persons mentioned in the reference right now but atleast a person should be provided considering him or her to be a co-worker of Champa Devi as she is no longer in the earth due to her expiry in 1988. As no paper is before this Tribunal nor it has been produced by the workman the management is directed to ask the Secretary of the Union of the concerned workmen to make a choice amongst themselves and to furnish one name who should be considered to be senior most worker of the group of Champa Devi for manufacturing clay cartridges in the past when the output of Champa Devi was good and on receipt of the said name the management would give appointment him or her within one month considering to be the permanent employee in Cat.I in terms and conditions as the management had entered in respect of other clay cartridge makers appearing in the Exts. M-1 etc. and from the date of appointment the incumbent would get the scale of Cat. I and other benefits till his or her superannuation if otherwise anything does not happen in the meantime. If the management fails to ask the union concerned the same for employment for their end within one month the management would be liable for violation of the terms and conditions of the Award and law will take its own course. At the same time if the union does not furnish the name as asked for within the time as stipulated it would be presumed that they are reluctant to get the job as stated in the Award in favour of the union who are fighting for the concerned workmen.

1811 GI/95—6.

Thus this reference is disposed off under the above terms and conditions.

This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 13/7/95 को प्राप्त हुआ था।

[सं.एल.—22012/323/एफ/93-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 14th July, 1995

S.O. 2193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 13-7-95.

[No. L-22012/323/F/93-IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR KANPUR

Industrial Dispute No. 11 of 1994

In the matter of dispute :—

BETWEEN

Mantri Bhartiya Khadya Nigam Karamchari Sangh

C/o Bhartiya Khadya Nigam,
5-6 Habibulla Estate, Hazaratganj,
Lucknow.

AND

Senior Regional Manager,
Food Corporation of India,
Habibulla Estate Hazaratganj
Lucknow.

AWARD

New Delhi, the 14th July, 1995

1. Central Government, Ministry of Labour vide its notification No. L-22012/324[F-93 I.R.C. II dated 7-2-94 has referred the following dispute for adjudication to this Tribunal—

“Kya Varishth Kshetriya Prabandhak FCI Lucknow Dwara Sri Jiya Lal A.G. Gr. II(G) ki dinank 1-1-90 se varsh ki salana barotari rok dene tatha rupee 131.30 galat memo bill ke liye vasool kar lena aur dinank 24-12-88 se AGII(D) ke pad par tarakki na dene ke karyawahi kanooni avam vaidya hai? Yadi nahi to karmkar kis anutosh ka haqdar hai?

2. In the instant case none appeared from the side of the Union except on 2-5-95 when Sri T. B. Singh appeared for the workman and sought time for filling statement of claim, after the receipt of the present reference on 17-2-94. Again none appeared in the case from the side of the Union nor statement of claim filed.

4. It thus appears to me that neither the concerned workman nor the Union raising the present industrial dispute is interested in the case any more.

5. As such it is held that the Union/workman is not entitled to any relief for want of loadings. It is further held that the action of the management is answered in affirmative.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जुलाई, 1995

का. आ. 2194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम ई सी एल के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-95 को प्राप्त हुआ था।

[मं. एल-22015/5/92-आई आर (सी-II)]

राजा लाल, डैस्क अधिकारी

S.O. 2194.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 11-7-95.

[No. L-22015/5/92-IRC II]
RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R) (190)/1994

BETWEEN :

Shrimati Ashoka Bourin and 26 others represented through the Secretary, Koyala Mazdoor Congress (HMS), Gorai Mansion, G.T. Road, Asansol (Bihar).

AND

The Agent, Ningha Colliery, Eastern Coalfields Ltd. Post Office Kali Pahari, Burdwan (W.B.)

PRESIDED IN : By Shri Arvind Kumar Awasthy.

For Workmen : None.

For Management : None.

INDUSTRY : Coal Mines DISTRICT : Burwan (Bihar)

AWARD

Dated, June, 30th, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22015/5/92-IR(C-II) dated 4-10-1994, for adjudication of the following industrial dispute :—

SCHEDULE

“Whether the action of the management of Ningha Colliery of Eastern Coalfields Ltd. in not regularising Smt. Ashoka Bourin and 26 others is justified ? If not to what relief are the workman entitled to?”

2. Besides the Reference Order was sent directly by registered post by the Ministry of Labour for filing the statement of claim by the raising party, this Tribunal has also sent notices and given several opportunities to the parties to file their respective statement of claim. But none of the parties appeared before this Tribunal nor filed statement of claim. It appears that the workmen are not interested in contesting the reference. As such, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 18 जुलाई, 1995

का. आ. 2195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनिजन बैंक आफ इंडिया के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचवट की प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/114/93-आई आर बी.-2]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 17-7-1995.

[No. L-12012/114/93-IR (B-ID)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 18th day of April, 1995

Industrial Dispute No. 33 of 1993

BETWEEN

The General Secretary,

Union Bank Employees Union No. 3,
Unity House, 1st Floor,
Abids Road, Hyderabad-500001

. Petitioner

AND

The Regional Manager, Union Bank
of India, Regional Office,
Kar Max Road, Vijayawada

. Respondent

APPEARANCES :

Sri S. Sudhakar, Representative—for the Petitioner

Sri G. Rama Chandra Rao and T. Pandu Ranga Chary,
Advocates—for the Respondent.

AWARD

This is a reference under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 made by the Government of India, Ministry of Labour by its Order No. L-12012/114/93-IR (B-II), dated 2-9-1993 for adjudication of the dispute annexed to the Schedule which reads as follows :—

"Whether the management of Union Bank of India, Laxmipuram Branch of Guntur District is justified in terminating the service of Shri Shaik Quasim with effect from 28-12-1991? If not, to what relief is Sri Shaik Quasim entitled?"

This reference has been registered as Industrial Dispute No. 33 of 1993. Both the parties are being represented by their counsel.

2. On behalf of the Petitioner-Union a claim statement has been filed to the following effect :

Sri Shaik Quasim had been working in the Union Bank of India, Laxmipuram Branch, Guntur as Driver-cum-Peon since 25-8-1990 and his services were terminated without any notice on 27-12-1991. No disciplinary action nor disciplinary proceeding, were initiated against the said workman Shaik Quasim. There are no allegations of misconduct or dereliction of duty against the said worker during that period he served the Bank. The Management of the Union Bank of India had acted in violation of Section 25-F of the Industrial Disputes Act, 1947. The workmen worked for more than 240 days in 12 calendar months preceding the date of illegal termination of services. The Management Bank refused to reinstate the workman into service. Hence the Petitioner prays that the Respondent-Management may be directed to reinstate the workman Shaik Quasim into service.

3. On behalf of the Respondent-Management a counter has been filed to the following effect :

The workman Shaik Quasim was engaged as Driver on casual basis during the period from September, 1990 to December, 1991 and he was not engaged continuously. He was not in continuous service at any time. Hence the question of terminating the service on 27-12-1991 does not arise. Shaik Quasim has no right to seek reinstatement into service as he was engaged on casual basis intermittently and due to exigency of administration and he has no vested right or any prescriptive right claiming continuance of service or absorption into service in the Respondent-Bank. The provisions of Section 25-F of the I. D. Act are not applicable to the facts in this case in as much as the workman Shaik Quasim never worked for 240 days continuously before his services were terminated. The request of the claim for permanent employment cannot be acceded to, as he was not sponsored by the District Employment Exchange for filling up the vacancy of Sub-Staff Cadre in the Bank. Shaik Quasim had worked only for 180 days during the period from 3-9-1990 to 27-12-1991, that too intermittently. The services of Shaik Quasim were utilised as Driver for driving the vehicle of the bank for transportation of cash from Guntur to Vijayawada. He was engaged on casual basis with a clear understanding that he was appointed for a limited and specific purpose and his services will come to an end on expiry of the said period. The action of the Respondent Bank in not engaging Shaik Quasim beyond 27-12-1991 does not amount to any retrenchment within the meaning of Section 2(cc) of the I. D. Act. Shaik Quasim is not entitled for any relief. This Tribunal has no territorial jurisdiction to adjudicate upon the dispute referred to it as the cause of action did not arise within the territorial jurisdiction of this Tribunal. Hence the reference made by the Government of India to this Tribunal is untenable and it is liable to be rejected.

4. On behalf of the Petitioner-Union WW-1 is examined and documents are marked. Shaik Quasim the workman got himself examined as WW-1 and he deposed to the averments in his claim statement. On behalf of the Respondent-Management MW-1 and MW-2 are examined and Exs. M-1 to M-5 are marked. C. P. Shastry working as Officer in the Respondent-Bank at Guntur is examined as MW-1. R. V. Subba Rao, Manager, India Bank, Nizamabad Branch is examined as MW-2. They deposed to the averments in the counter. The details of the documents Exs. M-1 to M-5 marked on behalf of the Respondent-Bank are appended to this Award.

5. The points that arise for consideration are :

- (1) Whether the Management of Union Bank of India, Laxmipuram Branch of Guntur is justified in terminating the services of Shaik Quasim with effect from 28-12-1991 ?
- (2) Whether this Tribunal has not territorial jurisdiction to adjudicate this dispute as pleaded by the Respondent-Management ?
- (3) To what relief the workman is entitled to ?

6. Point (1).—The admitted facts as revealed in the evidence on record are as follows :

One Krishna Murthy a permanent Driver of the Respondent-Bank sustained fracture due to an accident and he went on leave and subsequently he sought for voluntary retirement. During the absence of Krishna Murthy, the respondent Management engaged the workman Shaik Quasim to drive the car of the Respondent-Bank. As seen from Ex. M-2, the workman Shaik Quasim was engaged as private Driver from 30-7-1990 till he was dis-engaged with effect from 28-12-1991. The workman was engaged on daily wage basis and his wages were being paid daily or once in two or three days. The workman used to acknowledge the receipt of the wages by signing on the Petty Cash Memos or Cash Vouchers. Exs. M-1 and M-2 are Petty Cash Memos from 30-7-90 to 28-9-91 under which wages were paid to the workman Shaik Quasim. Ex. M-4 is the Petty Cash Statement for the period from August 1990 to December 1991 incorporating the payments made under the Petty Cash Memos by the Respondent-Bank. The payments made under Exs. M-1 and M-2 find place as entries in Ex. M-4. Ex. M-3 is the Cash vouchers under which the wages for the period from 5-10-1991 to 28-12-1991 were paid to the workman Shaik Quasim. The receipt of the wages under Exs. M-1 to M-3 is not disputed by the workman.

7. MW-2 R. V. Subba Rao was the then Branch Manager of the Respondent-Bank, Laxmipuram Branch, Guntur. It is he who engaged the workman Shaik Quasim as Driver to drive the bank's vehicle and it is he who made the payment under Exs. M-1 to M-3. Admittedly, there is no written appointment order issued to the workman Shaik Quasim appointing him as Driver. It is also admitted that no written termination order was also issued terminating the services of the workman Shaik Quasim.

8. The learned representative for the workman Shaik Quasim submits that the workman Shaik Quasim worked for more than 240 days as Driver-cum-Peon in the Respondent-Bank; that he was retrenched from service contrary to the provisions of Section 25-F of the I. D. Act, that the action of the Respondent-Management in terminating the services of the workman is unfair labour practice on the part of the Management and that the Management ought to have absorbed the workman as Peon-cum-Driver under Clause 20.16 of the Bipartite Settlement dated 19-10-1966. The learned counsel for the Respondent-Management submits that Shaik Quasim was not appointed regularly, but he was engaged as casual worker intermittently to meet the exigency of work, that the workman did not work for 240 days within the span of 12 calendar months prior to the date of terminating of his services and as such the provisions of Section 25-F of the I. D. Act are not applicable to the facts of this case and

therefore the Management is justified in terminating the services of the workman Shaik Quasim.

9. As seen from the Petty Cash Memos Exs. M-1 to M-2 and cash vouchers Ex. M-3 the workman was engaged on daily wage basis and his wages were paid daily or once in two days or three days. It is also true that the workman, was not engaged on monthly wage basis though he was engaged as Driver in the leave vacancy of the permanent Driver Krishna Murthy as the latter sustained fracture due to accident. Thus the workman was engaged as a casual worker from 30-7-1990 till he was disengaged on 28-12-1991. Admittedly the log book maintained for the Bank's car driven by the workman is not produced and the attendance register also is not produced. It is in the evidence of MW-1 and MW-2 that the workman Shaik Quasim was not allowed to maintain log book for the car, though they admit that the permanent Driver was maintaining a log book for that car. On the basis of the payment made under Exs. M-1 and M-2 and M-3, MW-1 and MW-2 deposed that the workman worked for 230 days from January 1991 to December, 1991. MW-1 stated in his examination-chief thus : "During 1991 he worked for 230 days. During 1990 he worked for 89 days. The log book is maintained by the permanent driver but not by the casual driver." In his cross examination MW-1 stated thus : "Through petty cash vouchers I deposed that Kasim worked for 181 days during January 1991 to September, 1991. On consideration of cash vouchers I deposed that Kasim worked for 49 days during the period October, November and December, 1991, he was not appointed in the place of a permanent employee but he was appointed on casual basis. Krishna Murthy the then permanent driver sustained fracture during 1990. He sought for voluntary retirement. It is true that Kasim worked while Krishna Murthy was on leave due to accident from August 1990 to December, 1991. I cannot say whether any other Driver worked during the period from August 1990 to December, 1991 besides as I was not working at that time". MW-2 stated in his examination chief thus : "In Laxmipuram Branch I engaged the workman Shaik Kasim whenever the need arose to drive the vehicle of the Bank". In his cross examination MW-2 stated thus, "I am aware that the workman Kasim worked for some time as casual labourer even before I took charge as Manager Lakshmipuram Branch of Union Bank, Guntur. I do not know the details of the work he worked previously. I gave those details to my Advocate. There is no post designated as casual labourer to the Union Bank. I do not power to appoint Kasim as Driver. Witness adds I engaged Kasim whenever there is work and this engagement does not amount to appointment in my opinion. Kasim has not maintained Log Book for the Car of the Bank while he worked as Driver".

10. There is much force in the contention of the learned counsel for the Petitioner-Union that the termination of the services of the workman Shaik Quasim amounts to unfair labour practice on the part of the Respondent Management. The term "Unfair labour practice" has been defined in Section 2(ra) of the I. D. Act as to mean "any of the practices specified in the Fifth Schedule". The Fifth Schedule enumerates unfair labour practices "on the part of the employers and Trade Unions of Employers" and "on the part of the workmen and Trade Unions of Workmen". Whether an act would constitute "unfair labour practice" or not, is a question of fact depending upon the circumstances of each case. Under Clause 1 (10) of Fifth Schedule of I. D. Act "to employ workmen as 'badlis', casuals or temporaries and to continue then as such for years, with the object of depriving them of the status and privileges of permanent workmen" amounts to unfair labour practice on the part of the employer and trade union of employers. In the instant case, admittedly, the workman Shaik Quasim was engaged as casual driver for more than one year four months though the permanent vacancy was existing. No explanation is forthcoming why workman Shaik Quasim was not absorbed on regular basis. On the other hand, he was allowed to continue to work as casual driver for such a long period. Obviously this may be with the object of depriving the workman of status and privileges as permanent driver. Therefore, under Clause 1(10) of Fifth Schedule, this amounts to unfair labour practice on the part of the Respondent-Management. There is a direct decision of the Division Bench of Punjab and Haryana High Court on this point. In Kapur-

thalla Central Cooperative Bank Ltd. v. Presiding Officer, Labour Court, Jullunder, the Division Bench of Punjab and Haryana High Court held that the termination of service of a workman on his completing 230 days deposits the fact that his work was satisfactory, disabling him to complete 240 days of his services as required by Section 25-B of the I. D. Act with a view to deprive him of protection of Section 25-F of the Act, amounts to unfair labour practice, particularly so when no other persons were employed in his place. In the case on hand also the workman Shaik Quasim had worked for 230 days from January 1991 till his services were terminated. It is not the case of the Management that the services of the Shaik Quasim was terminated on account of return of the permanent driver after expiry of medical leave or that the post has been filled up by a regular recruitment. On the other hand, it is in the evidence of MW-1 that the permanent driver Krishna Murthy sustained fracture and subsequently he sought for voluntary retirement from service. Further due to exigency of work, the post of Driver cannot be kept vacant for long. Thus there is no justification for the termination of the services of the workman Shaik Quasim with effect from 28-12-1991. Further there is nothing on record to show that the work of the workman was not satisfactory or there is any complaint against the said workman. On the other hand, the circumstances in this case disclose that the services of the workman Shaik Quasim was terminated with the object of disabling him to complete 240 days of service as required under Section 25-B of the I. D. Act with a view to deprive the workman of the protection of Section 25-F of the I. D. Act otherwise there is no reason for the Management to terminate the services of the workman abruptly without assigning any reason. Hence this action on the part of the Management amounts to unfair labour practice.

11. Further there is also an obligation on the part of the Management to give preference for appointment of Peon-cum-Driver to the private Driver employed by the Bank Officers under Clause 20.16 of the Bipartite Settlement dated 19-10-1966 which reads as follows :

"Bank work like transmitting cash, clearing or stationery will not be entrusted to private drivers employed by Bank officers. If as a result the services of a driver are required for doing such bank work, the existing private driver, if he was already doing the bank work, shall be given preference for appointment as a peon-cum-driver. Such peon-cum-driver shall, whenever called upon to do so, drive any motor vehicle, being used for the Bank's work".

In the instant case, in the absence of permanent driver Krishna Murthy, the services of Shaik Quasim were engaged as private driver to drive the Banks car. Admittedly, he has been in service from August 1990 to December 1991 his work was satisfactory. Under those circumstances the workman Shaik Quasim would have been preferred for appointment as Peon-cum-Driver under this Clause. There is no justification on the part of the Management in terminating the services of the workman in violation of this Clause 20.16 of Bipartite Settlement 1966.

12. In the light of my above discussion, I hold on the point (1) that there is no justification in terminating the services of Sri Shaik Quasim by the Respondent-Management with effect from 28-12-1991. The point is thus decided in favour of the Petitioner-Union and against the Respondent-Management.

13. Point (2)—Though a plea has been taken in the counter filed on behalf of the Respondent Management that this Tribunal has no territorial jurisdiction to adjudicate upon the dispute under this reference. No oral or documentary evidence has been adduced on this aspect. Further no arguments also have been addressed by the Counsel for the Respondent on this aspect. Hence this point is also decided against the Respondent Management.

14. Point (3)—This point relates to the relief to be granted for the workman Shaik Quasim under this reference. In view of my finding on Point (1) that there is no justification for the termination of the services of the workman Shaik Quasim by the Respondent-Management, the workman is

entitled for reinstatement forthwith but under the circumstances without any back wages.

15. In the result, award is passed answering the reference that the Management of the Respondent-Union Bank of India, Laxmipuram Branch, Guntur is not justified in terminating the service of Sri Shaik Quasim with effect from 28-12-1991 and the Respondent-Management is directed to reinstate the workman Shaik Quasim into service forthwith but without back wages and continuity of service. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 18th day of April, 1995.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for

the Petitioner-Union :

WW-1—Shaik Quasim.

Witnesses Examined for

the Respondent-Management :

MW-1—C. P. Sastry

MW-2—R. V. Subba Rao.

Documents marked for the Petitioner-Workmen

NIL

Documents marked for the Respondent-Management

Ex. M-1—180 Petty Cash vouchers for the year 1991.

Ex. M-2—69 Petty cash vouchers for the year 1990.

Ex. M-3—Bunch of cash vouchers 22 December, 1991.

Ex. M-4—One petty cash statement 179 in number for the period August, 1990 to December, 1991.

Ex. M-5/21-2-91—Petty Cash voucher for the wages for the day 20-3-1991.

नई दिल्ली, 18 जुलाई, 1995

का. अ. 2196—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनूबंध में निश्चित औद्योगिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/7/95 को प्राप्त हुआ था।

[संख्या एल—12012/218/93-आई. आर. बी.-2]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 17th July, 1995.

[No. L-12012/218/93-IR-(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE
BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri A. A Hanumanthu, M.A., LL.B., Industrial Tribunal-L

Dated, the 31st May, 1995

INDUSTRIAL DISPUTE NO. 33 OF 1994**BETWEEN**Smt. Laxmi Bai,
H. No. 2.2.186/5, Ramakrishnanagar,
Amberpet, Hyderabad-500013.

. Petitioner

ANDThe Assistant General Manager,
Union Bank of India, Regional Office,
Lata Complex, II Floor,
Hyderabad-500001.

.. Respondent

APPEARANCES :Sri B. Sudhakar, Representative—for the Petitioner
Sri G. Ramachander Rao, Advocate—for the Respon-
dent.**AWARD**

This is a reference under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 made by the Government of India, Ministry of Labour, by its Order No. L-12012/218/93-IR (B-II), dated 13th April, 1994 for adjudication of the annexure in its schedule which reads as follows:

"Whether the action of the Management of Union Bank of India, Hyderabad in terminating the services of Smt. Laxmi Bai, Part-time Sweeper with effect from 1st December, 1990 is justified? If not, what relief is the said workman entitled to?"

The said reference has been registered as Industrial Dispute No. 33 of 1994 on the file of this Tribunal. After receipt of the notices issued, the Petitioner and the Respondent have appeared before this Tribunal.

2. The Petitioner-Workman filed his claim statement on 1st July, 1994 and the Respondent Management filed a counter on 10th August, 1994. While the matter stood posted for enquiry, on this day i.e. 31st May, 1995 both the parties filed a Memorandum of Settlement dated 31st May, 1995. The Petitioner and her representative, the Personnel Officer of the Respondent-Bank and his counsel are present. The terms of Settlement have been read over and explained to them in Telugu and they admitted the same to be correct. Hence the Settlement has been recorded.

3. In view of the Settlement entered into by both the parties, I am of the opinion that there is no need to pass an Award on merits in this case and an Award has to be passed in terms of the Settlement entered into between the parties.

4. In the result, an Award is passed in terms of the Settlement dated 31st May, 1995. The Memo of Settlement filed by both the parties is appended to this Award.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 31st day of May, 1995.

A. HANUMANTHU, Industrial Tribunal-I
Appendix of Evidence :

NIL

नई दिल्ली, 18 जुलाई, 1995

का. आ. 2197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट

औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार की 17/7/95 को प्राप्त हुआ था।

[संख्या एल—12012/384/92-आई. आर. बी.-2]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 17th July, 1995.

[No. L-12012/384/92-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
CALCUTTA

Reference No. 6 of 1993

PARTIES :Employers in relation to the management of Punjab
National Bank**AND**

Their Workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES :On behalf of Management—Mr. J. Roy, Assistant
Manager (Personnel).On behalf of Workmen—Mr. D. K. Mukherjee, General
Secretary of the Union.**STATE :** West Bengal.**INDUSTRY :** Banking.**AWARD**

By Order No. L-12012/384/92-IR(B-II) dated 30th December, 1992, the Central Government in exercise of its power under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :—

"Whether the claim of the New Bank of India Workers Union (WB) that Shri Tapan Kr. Paul continues to be entitled to officiate as Cash Officer and receive allowance for holding cash keys from June 1992 is justified? If so, what relief the workmen is entitled to?"

2. The workmen filed their written statement under the signature of the General Secretary. New Bank of India Workers Union, West Bengal on 21st January, 1993 before this Tribunal and the management had filed their written statement thereafter on 22nd June, 1993, followed by a rejoinder by the workmen dated 26th July, 1993 which was filed before the Tribunal on 28th July, 1993.

3. The management was represented by Mr. J. Roy, Assistant Manager (Personnel) in the office of the Senior Regional Manager and the workmen is represented by Mr. D. K. Mukherjee, General Secretary of the Union.

4. The New Bank of India which was originally the party in the order of reference, has subsequently substi-

tuted by Punjab National Bank on the amalgamation of New Bank of India with Punjab National Bank by notification of the Government of India dated 4th September, 1993. When the reference was received by this Tribunal, the management (New Bank of India) was represented by Mr. P. Mahanti, learned counsel but after the merger the Punjab National Bank choose to be represented by Mr. J. Roy, Assistant Manager (Personnel).

5. The joint memo. dated 3rd May, 1995 is filed before the Tribunal which was placed before the Tribunal on 14th June, 1995. The memo. has been signed by Mr. D. K. Mukherjee, General Secretary of the New Bank of India Workers Union, now named as Punjab National Bank Employees Congress after the merger, on behalf of the workmen and on behalf of the management the memo. has been signed by the Senior Regional Manager, Calcutta. It has been jointly prayed in the said memo. that there was no further dispute existing between them after the amalgamation of the erstwhile New Bank of India with the Punjab National Bank.

6. In such view of the matter and the recitals in the joint memo. I pass this 'No Dispute Award'.

The reference is answered accordingly.

Dated, Calcutta,

The 5th July, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 18 जुलाई, 1995

का. आ. 2198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/153/94-आई. आर. बी.-2]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 17th July, 1995.

[No. L-12012/153/94-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 28 of 1994

PARTIES :

Employers in relation to the management of Central Bank of India

AND

Their workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES :

On behalf of Management—None.

On behalf of Workmen—None.

STATE : West Bengal.

INDUSTRY : Banking.

AWARD

By Order No. L 12012/153/94-IR(B-II) dated, 25th August, 1994 the Central Government in exercise of its power under Section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

Whether the action of the management of Central Bank of India, Calcutta in not regularising and terminating services of Smt. Durga Balmiki, Saffai Karamachari w.e.f. 12th September, 1991 and not considering her for empanelment for future employment in terms of the approach paper circulated by the Finance Ministry in 1991 is justified? If not, what relief the said workman is entitled to?

2. The notice of the reference had been made sufficient on the management and the workmen on 9th December, 1994 and 8th December, 1994 respectively but no one appeared before the Tribunal for the workmen till now. One Mr. S. K. Chatterjee, Deputy Chief Officer (Law) appeared for the management on 21st February, 1995 without any letter of authority.

3. Even though several dates have been given, neither party filed written statement nor took any step to proceed with the case. Since it is not possible for any Tribunal to adjudicate upon any demand without any evidence on record and there being no material before the Tribunal to hold that the workmen have unfairly given up their demands, I am to hold that the workmen have given up their demands and do not press for the same.

4. In such view of the matter, I pass this "No Dispute" Award in this case.

The reference is disposed off accordingly.

Dated, Calcutta,

The 5th July, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 18 जुलाई, 1995

का. आ. 2199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/438/92-आई. आर. बी.-2]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 17th July, 1995.

[No. L-12012/438/92-IR(B-II)]
V. K. SHARMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 25 of 1993

PARTIES:

Employers in relation to the management of Indian Overseas Bank

AND

Their workmen.

PRESENT:

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCES:

On behalf of Management—None.

On behalf of Workmen—None.

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. L-12012/438/92-IR(B-II) dated 8th April, 1993, the Central Government in exercise of its power under section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Indian Overseas Bank in withdrawing the special allowance of Bill Collector from Shri Amal Kumar Chatterjee of Ballygunge Branch without giving him notice under Section 9A of the I.D. Act is justified? What relief, if any, is the workman entitled to?"

2. From the order sheet dated 30th June, 1993 it appears that inspite of service of notice to the Union, nobody appeared, nor filed any written statement on their behalf in the case. The Union also choose not to appear on the next date 19th July, 1993. One Mr. P. C. Mallick, acting General Secretary of the Union however appeared before the Tribunal on 12th August, 1993 without any letter of authority and made a request for extension of time to file written statement and on his request time was allowed for filing written statement by the workmen. But the Union choose not to file written statement till today. Management has also not filed any written statement in the case.

3. Since it is impossible for any Tribunal to adjudicate upon any demand without any evidence on record and in the present case the parties have failed to file their written statement and have led no evidence, I reach irresistible conclusion that the workmen have given up their demands before the Tribunal. There being no material available before the Tribunal to hold that the workmen have given up their demands unfairly, I pass "No Dispute" Award in the case.

The reference is answered accordingly.

Dated. Calcutta,

The 5th July, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 18 जुलाई, 1995

का.आ. 2200—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार टेलीकॉम के प्रवन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पन्जी, गोवा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-95 को प्राप्त हुआ था।

[संख्या एल-40012/164/93-आई आर(डोय)]

के.वी.बो. उन्नी, ईस्क अधिकारी

New Delhi, the 18th July, 1995

S.O. 2200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Panji-Goa as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom and their workmen, which was received by the Central Government on 13-7-95.

[No. I-40012/164/93-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(BEFORE SHRI AJIT J. AGNI, HON'BLE PRESIDING OFFICER)

Ref. No. IT/3/95

Shri Shantaram Ladu Naik,

H. No. 366, Pimlamol Wado,

Collem.

—Workman/Party I

V/s.

1. The Sub. Divisional Officer,

2. The Telecom District Manager,

Telecommunication Department,

Margao-Goa.

—Employer/Party II

PANAJI, dated 16th June, 1995

Party I—Workman absent.

Party II—Employer represented by Adv. E.P. Badri Narayan.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) and 2-A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government by order dated 28-12-94 bearing No. L-40012/164/93-IR(DU) referred the following dispute for adjudication by this Tribunal:

"Whether the action of the Department of Telecom District Manager, Panjim-Goa, and Sub. Divisional Officer, Phones, Margao-Goa in stopping from the services to Shri Shantaram Ladu Naik, Ex-Casual Mazdoor w.e.f. 1-8-88 is proper and justified? If not, what relief the workman is entitled to?"

2. On receipt of the reference a case was registered under No. IT/3/95 and registered A/D notices were issued to the parties requiring them to attend the hearing fixed on 28-2-95 at 10.30 a.m. On the said date, the Party I (for short, 'Workman') remained absent though he was duly served with the notice. However, the Party II (for short, 'Employer') was represented by Adv. E. P. Badri Narayan. Since the workman had remained absent the case was adjourned and fixed on 28-3-95 at 10.30 a.m. for filing of the statement of claim by the workman. On this date also the workman remained absent and no statement of claim was filed on his behalf. Therefore, the case was again adjourned and fixed on 13-4-95 for filing of the statement of claim by the workman. The workman did not attend the hearing on this date also and therefore last opportunity was given to him to file his statement of claim and the case was adjourned

to 2-6-1995 at 10.30 a.m. However, on this date also the workman remained absent and no statement of claim was filed on his behalf. Adv. Badri Narayan representing the Employer submitted that since the workman had not filed the statement of claim, the question of filing any statement of claim or written statement by the Employer did not arise. He further submitted that since no statement of claim has been filed by the workman, nothing survives for adjudication pertaining to the legality or justification of the action of the Employer in terminating the services of the workman. He therefore prayed that the reference be rejected.

3. The reference of the dispute has been made by the Government at the instance of the workman since he challenged the action of the Employer in stopping him from services and as such he raised an industrial dispute. It is now well settled that if a Party challenges the legality of the order or the action taken by the Employer, the burden lies upon that Party to prove the illegality of the said order or the action. In the case of P. K. Raj Industries V/s. Labour Court (1) and Others reported in 1981 (29) FLR 194, the Allahabad High Court has held that the proceedings before the Industrial Court are judicial in nature even though the Indian Evidence Act is not applicable to the proceedings before the Industrial Court, but the principles underlining the said Act are applicable. The High Court has further held that it is well settled that if a Party challenges the validity of an order, the burden lies upon him to prove the illegality of the order and if on evidence is produced, the Party invoking the jurisdiction must fail. The High Court has also held that if the workman fails to appear or to file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the workman and he would not be entitled to any relief. I am entirely in agreement with the said decision of the Allahabad High Court.

4. In the present case, since the dispute was raised by the workman and that it is at his instance that the reference was made by the Government, the burden was on the workman to prove that the action of the employer in stopping him from service was illegal and unjustified. However, the workman in spite of having been given several opportunities to file the statement of claim did not do so nor produced any evidence. Therefore, there is no material before me to hold that the action of the Employer in stopping the workman from services was illegal or unjustified. In the absence of any evidence, it cannot be held that the action of the Employer in stopping the workman from services is illegal. In the circumstances, I hold that the workman has failed to prove that the action of the Employer in stopping him from service is not proper and justified and hence I pass the following order.

ORDER

It is hereby held that the action of the Department of Telecom District Manager, Panaji, Goa, and Sub. Divisional Officer, Phones, Madgaon-Goa, in stopping the workman—Shri Shantaram Ladh Naik, Ex-Casual Mazdoor from the services with effect from 1-8-1988 is proper and justified.

There shall be no order as to costs. Inform the Central Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 19 जलाई, 1995

का.आ. 2201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में एसोसिएटेड स्टोन इण्डस्ट्रीज (कोटा) लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-95 को प्राप्त हुआ था।

[संख्या एल-29012/1/94-आई.आर. (विधि)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kota as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Associated Stone Industries (Kota) Ltd. and their workmen, which has received by the Central Government on the 17-7-95.

[No. L-29012/1/94-IR (Misc.)]

B. M. DAVID, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा/राज
निर्देश प्रकरण क्रमांक : औ.न्या. (केन्द्रीय)-17/94
दिनांक स्थापित : 6-12-94

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के
आदेश क्रमांक एल 29012/1/94-आई.आर. (विधि)

दिनांक 15-11-1994

औद्योगिक विवाद अधिनियम, 1947

मध्य

मुश्ताक अहमद द्वारा महामंत्री, परशर खान कामगार
यूनियन, बंगाली कावोनी, छावनी, कोटा।

—प्रार्थी श्रमिक

एवं

मै. एसोसिएटेड स्टोन इण्डस्ट्रीज (कोटा लि. रामगंज
मण्डी, कोटा,

—प्रतिपक्षी नियोजक

उपस्थित

श्री आर. के. आचान,

आर.एच.जे.एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि :

श्री आर.एस. शर्मा

प्रतिपक्षी नियोजक की ओर से प्रतिनिधि :

श्री डीसी. जैन

अधिनियम दिनांक : 23-6-1995

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न
निर्देश औद्योगिक विवाद अधिनियम, 1947 की धारा
10(1) (ब) व उपधारा (2क) के अंतर्गत इस न्यायाधि-
करण को अधिनियमार्थ सम्प्रेषित किया गया है :

“क्या प्रबन्धन मैसर्स एसोसिएटेड स्टोन इण्डस्ट्रीज
(कोटा) लिमिटेड, कोटा द्वारा उनके कर्मकार श्री
मुश्ताक अहमद पुत्र श्री इस्माइल की सेवा में
दिनांक 13/6/92 से स्वतः समाप्त मानकर उसका
नाम मस्टररोल से हटाना उचित एवं न्यायसंगत
है, यदि नहीं तो कर्मकार किस अनुतोष का हकदार
है ?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गयी जिस पर दोनों पक्षों को और से अपनी-अपनी उपस्थिति दी गई।

3. इस प्रकरण में 27/7/95 की पेशी नियत थी परन्तु पक्षकारों के (संयुक्त प्रार्थना-पत्र पर आज पेशी में ली गयी। प्रार्थी मय प्रतिनिधि श्री आर. एस. शर्मा व प्रबन्धक प्रतिपक्षी की ओर से श्री डी. सी. जैन ने उपस्थित होकर प्रकट किया कि उनके मध्य आपसी समझौता हो चुका है, अतः समझौते के आधार पर अधिनिर्णय पारित कर दिया जाये।

4. दोनों पक्षों को प्रस्तुतगुदा समझौते-पत्र को पढ़कर सुनाया व समझाया गया तो दोनों ने सही होना स्वीकार किया तदुपरान्त समझौता तस्दीक किया जाकर अभिलेख पर लिया गया। इस न्यायालय द्वारा भी समझौते का अवलोकन किया गया जो दोनों पक्षों के हित में प्रतीत होता है और स्वयं पक्षकारों ने स्वीकार किया है कि इस समझौते के अनुसार उनमें विवाद के सम्बन्ध में आपसी समझौता होने से अब कोई विवाद शेष नहीं रहा है, अतः दोनों पक्ष इस समझौते से सम्मत् रहेंगे और इस समझौते के आधार पर इस प्रकरण में इसी प्रकार अधिनियम पारित किया जाता है।

इस अधिनिर्णय को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जाये।

आर. के. चाञ्चल, न्यायाधीश

नई दिल्ली, 19 जुलाई, 1995

का.आ. 2202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/140/92-आई.आर. (बी.-2)]
के. वी. बी. उणी, डेस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2202.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 18-7-95.

[No. L-12012/140/92-IR(B-ID)]
K. V. B. UNNY, Desk Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 58 of 1992

PARTIES :

Employers in relation to the management of Central Bank of India.

AND

Their workmen.

PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

APPEARANCE :

On behalf of Management : Mr. S. C. Sinha, Deputy Chief Officer (Law).

On behalf of Workmen : None.

STAFF : West Bengal.

INDUSTRY : Banking.

AWARD

By Order No. L-12012/140/92-IR(B.II) dated 22-10-1992, the Central Government in exercise of its powers under section 10(1)(c) and sub-section (2A) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :—

"Whether S/Shri Ramesh Kumar Hella and Morari Mohan Dhara working as daily wage sweeper in Bhukailash Estate Market of Central Bank of India, Calcutta Main Branch, are temporary employees of the Central Bank of India? If yes, then are they entitled for absorption in the Bank's permanent employment?"

2. Management is represented by Mr. S. C. Sinha, Deputy Chief Officer (Law). No body has yet appeared for the workmen in the case, even though one Mr. Dilip Kr. Chatterjee, General Secretary of the Union appeared for the workmen in the year 1993 but no letter of authority has been filed by him.

3. This is a reference case of the year 1992. Even though the workmen had notice of the case, they did not choose to lead any evidence, although filed a written statement on 18th February, 1993.

4. Since it is not possible to adjudicate upon the reference without any evidence on record and the workmen who were to begin their case by leading evidence, have failed to do so, I am to hold that the workmen have abandoned their claim. No material is also placed before me to suggest that the workmen are unfairly given up their demands. I accordingly pass a "No Dispute" Award in the case.

The reference is answered accordingly.

Calcutta,

The 7th July, 1995.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 19 जुलाई, 1995

का.आ. 2203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-95 को प्राप्त हुआ था।

[सं. एल-22012/489/91-आईआर (सी II)]

बी. के. शर्मा, डेस्क अधिकारी

S.O. 2203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd., and their workman, which was received by the Central Government on the 17-7-95.

[No. L-22012/489/91-IR(C-II)]
V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated : 10th day of April, 1995

Industrial Dispute No. 37 of 1992

BETWEEN :

The Vice President, S.M.E.W. Union (HMS), P.O. Srirampur Colony, Dist. Adilabad-504001. . . Petitioner.

AND

The General Manager, M/s. S.S.C. Co. Ltd., P.O. Srirampur, Dist. Adilabad (A.P.)-504001. . . Respondent.

APPEARANCES :

M/s. A. K. Jayaprakash Rao and others, Advocates.—for the Petitioner.

M/s. K. Srinivasa Murthy and others, Advocates.—for the Respondent.

AWARD

This is a reference under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter called as the Act) made by the Government of India, Ministry of Labour, by its Order No. L-22012/489/91-IR (C.II), dt. 22-6-1992 for adjudication of the dispute annexed to the schedule which reads as follows :—

“Whether the managements action in not promoting Sri S. Ramalinga Raju, Surface General Mazdoor SRP 2 Incline to the post of Charger of Safety Lamp is legal and justified? If not, to what relief the workman is entitled to?”

This reference has been registered as Industrial Dispute No. 37 of 1992. The Petitioner and the Respondent are being represented by their counsel.

2. On behalf of the Petitioner-Union a claim statement has been filed to the following effect :—

The Workman Ramalinga Raju is a Member of the Petitioner Union. He was appointed on 16-6-1983 as Coal Filler and thereafter he was taken as General Mazdoor from 1-3-1990 he is working as Lamp Room Mazdoor. He was denied the promotion to the post of Charge Safety Lamp Category III by the Respondent-Management only with a view to cause hardship to the workman. Several Badli workers were promoted to the said post ignoring the claim of the workman Ramalinga Raju even though they are not eligible for the said post. Satyanarayana and Hari Prasad who are juniors to Ramalinga Raju were promoted to the post of Charge Safety Lamp ignoring the claim of Ramalinga Raju. Though Ramalinga Raju is

working as Lamp Room Mazdoor Grade I his services are utilised in the post of Charge Safety Lamp Category III from 1-3-1990 and the Management also paid Incharge allowance till November 1992. In the test conducted Ramalinga Raju scored 50 percent marks and he is qualified for the promotion to the said post. But the Respondent failed to promote him for extraneous reasons. The Management cannot ask the Badli workers to appear for the test for promotion to the post of Charge Safety Room Category III. But the Respondent with a view to deprive the workman Ramalinga Raju, his promotion to the said post had called badli workers for interview and test and promoted them for the reasons best known to him. The action of the Respondent in not promoting him to the post of Charge Safety Lamp Category III is nothing but an act of victimisation and unfair labour practice and it is illegal and unjust. Hence the Petitioner prays Ramalinga Raju may be promoted to the post of Charge Safety Lamp Category III with effect from 23-6-1989 on par with his juniors and he may be given all consequential benefits.

3. A counter has been filed behalf of the Management to the following effect :—

The workman Ramalinga Raju was appointed as Badli filler initially and later he was posted as Coal Filler in 1983 and in 1986 he was drafted as General Mazdoor as per his request and he is working at Lamp Room. Since 1986 he was working in other departments and only on 1-3-1990 he was posted to Lamp Room. The post of Charge Safety Lamp Category III is a selection post. All the General Mazdoors working in the Lamp Room as well as Badli workers who are similarly placed are called for the written test as well as practical test and candidates who have passed the examination as well as practical test are listed into merit list and basing upon available vacancies promotion has been given. Badli workers who have been working for several years are not having promotional avenues and they are getting stagnated. As such Union made representation to permit them also to sit for the examination, and it has been agreed. The Badli workers as well as general mazdoors in the Lamp Room similarly placed are pooled together and test was conducted. Therefore, there is no question of causing hardship to the petitioner. The Petitioner has misconstrued the promotion policy. Satyanarayana and Hari Prasad are badli workers who also appeared for the test and stood in the merit and Ramalinga Raju scored lower rank than those two persons. Ramalinga Raju did not score 50 per cent of marks as stated in his claim statement. It is true that Ramalinga Raju worked as acting Charge Safety Room Cat. III and he was paid acting allowance. Just because an employee is asked to act in the higher category, he will not get a vested right for that post permanently. He has to sit for the test and interview along with others and get qualified. Ramalinga Raju scored 43-1/2 marks in the test and his name is at S. No. 26 in the merit list and there are 25 employees above him. Hence the question of promoting Ramalinga Raju does not arise. Hence there are no merits in the case of the Petitioner and the workman is not entitled for any relief.

4. On behalf of the petitioner W.W1 and W.W2 are examined and Exs. W1 to W6 are marked. On behalf of the Management M.W1 is examined and Exs. M1 to M4 are marked. Ramalinga Raju not himself examined and W.W1 and he deposed to the averments in the claim statement. W.W2 is the Vice President of the Petitioner-Union and he deposed that Ramalinga Raju is qualified for promotion to Category III and badli fillers are not qualified for the said post. V. R. Gopal Rao working as Personnel Officer in the Respondent-Company is examined as M.W1 and he deposed to the averments of the counter. The details of the documents Exs W1 to W6 and M1 to M4 are appended to this Award.

5. The points that arise for consideration are :

(1) Whether the action of the Management in not promoting the workman Ramalinga Raju Survey General Mazdoor to the post of Charge Safety Room Category III is legal and justified ?

(2) To what relief the workman Ramalinga Raju is entitled ?

6. POINT (1) :—The admitted facts are revealed from the evidence on record are as follows :—The Petitioner-workman Ramalinga Raju was initially appointed as badli filler in the Respondent-Company, later he was posted as Coal Filler in 1983 and he was drafted as General Mazdoor in 1986. In 1990 he was posted to Lamp Room which is in Category I. He also worked as incharge of the post of Charge Safety Lamp Cat. III and he was paid Incharge allowance also. He worked as Incharge Safety Lamp till 1991. It is also not disputed that the post of Charge Safety Lamp is a Selection post. Among eligible candidates, a general test, both written and practical, is being conducted for selection to the post of Charge Safety Lamp Cat. III. All the general mazdoors including Lamp Room Mazdoor and Badli workers are being called for the written test as well as practical test and the merit list will be prepared on the basis of the marks scored by them and basing upon the availability of vacancies posting will be given to them.

7. The learned counsel for the Petitioner-Union submits that the workman Ramalinga Raju who worked as Acting Charge Safety Lamp for number of years should be given promotion as Charge Safety Lamp without subjecting him to appear for the test because of his experience and that badli workers ought not to have allowed to sit for the examination along with the general mazdoors for selection for the post of Charge Safety Lamp and on account of allowing badli workers to appear for the said test, the workman Ramalinga Raju is deprived of his chance of being promoted as Charge Safety Lamp. The learned counsel for the Petitioner also submits that juniors to Ramalinga Raju have been promoted as Charge Safety Lamp w.e.f. 23-6-1989 and as such the petitioner Ramalinga Raju also may be promoted as Charge Safety Lamp from 23-6-1989 on par with his juniors Satyanarayana and Hari Prasad.

8. It is no doubt true that the workman Ramalinga Raju worked as acting Charge Safety Lamp from 1990. He was also paid acting allowance. It is well settled principle of law that just because an employee is asked to act in higher category he will not get a vested right for that post permanently. Whenever a permanent post falls vacant and selection process is under progress or whenever available vacancy of permanent post cannot be filled up immediately, to meet such exigencies lower category people will be asked to act in that higher post and while acting in the higher post they are being paid acting allowance. The petitioner Ramalinga Raju was also asked to act as Charge Safety Lamp in those exigencies it does not vest a right in him to claim for that post permanently. The employee who is acting in a higher post has to cease on a permanent employee being appointed for such post. In the instant case also it is in the evidence of M.W1 that Ramalinga Raju ceased to act as incharge Safety Lamp on a permanent employee was being promoted and posted to that place.

9. The workman Ramalinga Raju examined as W.W1 and the Vice President of the Petitioner-Union examined as W.W2, have categorically admitted in their evidence that for promoting a person from Category I to Category III i.e. Charge Safety Lamp, a test will be conducted and successful candidate would be selected. It is in the evidence of Personnel Officer examined as M.W1 that a written test was conducted on 26-8-1988 for the selection to the post of Charge Safety Lamp that badli workers and general mazdoors participated in the test. Ex. M1 is the list of candidates appeared for that selection test. The name of Ramalinga Raju is found at S. No. 14 in that list on the basis of the marks scored by the candidates merit list (Ex. M2) was prepared and in this list the name of Ramalinga Raju is at S. No. 21, and the names of Satyanarayana and Hari Prasad are to be found at S. Nos. 5 and 9 respectively in the merits list Ex. M2. The marks scored by the candidates are also noted against the names in the merit list Ex. M2. Ramalinga Raju the workman here scored 19-1/2 marks while Satyanarayana scored 65 marks

and Hari Prasad scored 64 marks. It is also in the evidence of M.W1 that on 20-11-1989 another test was conducted for the post of Charge Safety Lamp for filling up 19 vacancies and the workman Ramalinga Raju once again appeared for the test along with 35 others. Ex. M3 is the list of candidates appeared for the test held on 20-11-1989 and the name of Ramalinga Raju is at S. No. 23 in the list Ex. M3. Ex. M4 is the merit list prepared on the basis of the marks scored by the candidates and the name of Ramalinga Raju is at S. No. 26 and he got 43-1/2 marks in that test. Therefore there are 25 candidates above him who have scored more marks than Ramalinga Raju. It is also in the evidence of M.W1 that there is no rule that a written or oral test will be conducted for selecting for the post of Charge Safety Lamp Grade II but by practice the Respondent Company had conducted such tests. As earlier stated W.W1 and W.W2 have also admitted that the Respondent Company is conducting the tests for selecting to the post of Charge Safety Lamp from among the eligible badli workers and general mazdoors. It is clear from Ex. M2 the merit list of 1988 the workman Ramalinga Raju scored only 19-1/2 marks and he is at S. No. 21. Thus there are 20 candidates who have scored more marks than him. As seen from Ex. M4 the merit list of 1989 the workman Ramalinga Raju scored 43-1/2 marks and he is placed at S. No. 26 in that list. Thus there are about 25 candidates who have scored more marks than him and he could not be selected even in that test also. Satyanarayana and Hari Prasad who are said to have been juniors to him and who are working as Badli Fillers appeared along with the workman Ramalinga Raju. Their names also find place in the list of candidates Ex. M1 and in the merit list Ex. M2. As seen from Ex. M2, Satyanarayana got 65 percent of marks and Hari Prasad got 64 percent of the marks and therefore they are placed at S. Nos. 5 and 9 respectively in the merit list. Thus though they belong to badli fillers they scored more marks than the workman Ramalinga Raju. They have been selected as they scored more marks in the test conducted in 1988 than Ramalinga Raju. Simply because they are juniors Ramalinga Raju is claiming promotion as Charge Safety Lamp on par with them though he failed to secure more marks than them. The claim of Ramalinga Raju cannot be conceded.

10. The learned counsel for the Petitioner submits that in the Memorandum of Settlement dt. 31-12-1990 (Ex. W4) the Management agreed to settle the demand No. 4 set out in their strike notice dt. 12-2-1990 relating to regularising the services of Ramalinga Raju as Charge Safety Lamp, agreed to settle mutually within a period of two months from the date of Settlement but failed to do so and as such the Petitioner workman Ramalinga Raju is entitled to be promoted as Charge Safety Lamp. As seen from Ex. W5 xerox copy of the strike notice dt. 12-2-1990 the demand No. 4 relates to the promotion of Ramalinga Raju as Charge Safety Lamp. As seen from Ex. W4 the Memorandum of Settlement dt. 31-12-1990 all the demands mentioned in the strike notice Ex. W5 were considered and the demand No. 4 was agreed to be settled mutually between the parties within a period of two months. There is no cross-examination of M.W1 on this aspect. It is not known whether any talks were held for settlement of the dispute mutually subsequent to the memorandum of settlement dt. 31-12-1990. There are also on pleadings in the claim statement filed on behalf of the Petitioner Union claiming promotion to the workman Ramalinga Raju on that count. It is for the Petitioner-Union to insist upon mutual settlement of all the said demands with the Respondent-Management.

11. The workman Ramalinga Raju is not entitled for promotion because of his previous experience while acting as Charge Safety Lamp as he failed to secure sufficient marks in the test conducted in the year 1988 & 1989 as seen from Ex. M2 and M4. The Petitioner-workman Ramalinga Raju is also not entitled for the promotion of Charge Safety Lamp by virtue of his seniority as his juniors Satyanarayana and Hari Prasad got selected on merits as Charge Safety Lamps.

12. In the light of my above discussion, I hold on point 1, that the Management's action in not promoting Ramalinga Raju to the post of Charge Safety Lamp is legal and justified. The point is thus decided in favour of the Respondent-Management and against the Petitioner-Union.

13. POINT (2) :—This point relates to the relief to be granted to the workman. In view of my finding on Point

No. (1) the Workman Ramalinga Raju is not entitled for any relief in this reference.

14. In the result, Award is passed stating that the Management's action in not promoting Ramalinga Raju to the post of Charge Safety Lamp is legal and justified and the workman Ramalinga Raju is not entitled for any relief. The reference is thus answered. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of April, 1995.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence :

Witnesses Examined
for the Petitioner :
W.W1 R. Ramalinga Raju
W.W2 D. Setharam Reddy.
Witnesses Examined
for the Respondent :
M.W1 V. R. Gopala Rao

Documents marked for the Petitioner :

- Ex. W1 17-12-90—Xerox copy of the order by the General Manager regarding promoting G. Satyanarayana and others from Cat. I to Cat. III.
- Ex. W2 28-9-90/31-10—Office order promoting General Mazdoors from Cat. I to Cat. III by G. M. Sriampur (Projects) Area.
- Ex. W3 28-9-90.—Xerox copy of the acting details from month of March 1990 to May 1991 of W.W1.
- Ex. W4 31-12-90—Xerox copy of the Memorandum of Settlement arrived under Section 12(3) of the I.D. Act dt. 31-12-90 between the Management and Workman.
- Ex. W5 7-8-90—Charter of demands made by the Union to the Management.
- Ex. W6 14-10-85—Office Order providing twelve General Mazdoors Cat. I to Cat. III by the General Manager, Sreerampur (Projects).

Documents marked for the Respondent

- Ex. M1 —List of the candidates appeared for the selection test for the post of C.S.L.R. 25-8-88.
- Ex. M2 —Merit List of the Selected Candidates.
- Ex. M3 —List of candidates appeared for the Selection test for C.S.L.R. of 20-11-1989.
- Ex. M4 —Merit list of the candidates.

नई दिल्ली, 19 जुलाई, 1995

का.सा. 2204 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, भारत कोकिंग कोल लिमि. के सुवामाडीह क्षेत्र के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.1) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-1995 को प्राप्त हुआ था।

[संख्या एल-20012/85/88-आई.आर. कोल-I]

पी.के. साहसकल. डेस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Dispute between the employers in relation to the management of Sudamdih Area of M/s. BCCL and their workmen, which was received by the Central Government on 18-7-95.

[No. 1-20012/85/89-IR(Coal-I)]
P. I. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 194 of 1989

PARTIES :

Employers in relation to the management of Sudamdih Area of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri P. K. Sinha, Presiding Officer.

APPEARANCES :

For the Employers : Shri R. S. Murthy, Advocate.

For the Workmen : Shri D. K. Verma, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 10th July, 1995

AWARD

By Order No. 1-20012/85/89-IR.(Coal-I) dated 27-11-89 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of Janta Mazdoor Sangh, Dhanbad, that Shri Ram Chandra Prasad, Sr. Supervisor Grade 'C' Sudamdih Shaft Mine, Sudamdih Area of M/s. Bharat Coking Coal Ltd., Dhanbad be regularised to the post of Horticulturist in Tech. and Supervisory Grade 'B' w.e.f. February, 1985 is justified? If yes, to what relief is the workman entitled?"

2. The order of reference was received in this Tribunal on 7-12-1989. Thereafter the reference was fixed and the sponsoring Union filed its written statement on behalf of the workman.

3. On 20-4-1995, the authorised Advocate of the sponsoring Union by a petition dated 20-4-95 had submitted that the workman had opted under V.R.S. which had already been accepted and as such he was not interested to contest the dispute further.

4. Despite registered notice issued to the sponsoring Union on 24-4-95, no one appeared on behalf of the workman even on 6-7-95.

5. It, therefore, appears that neither the sponsoring Union nor the concerned workman is interested in prosecuting the present reference.

6. Under such circumstances I render a 'no dispute' award in the present reference.

P. K. SINHA, Presiding Officer

नई दिल्ली, 19 जुलाई, 1995

का.सा. 2203 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में,

केन्द्रीय सरकार इण्डियन एयरलाइन्स के प्रवन्धतंत्र के संस्थापन और उनके कर्मचारियों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), वम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-1995 को प्राप्त हुआ था।

[संख्या-एस-11011/10/91-आई आर (विवाद
आई आर कॉल-1)]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Indian Airlines and their workmen, which was received by the Central Government on 18-7-1995.

[No. L-11011/10/91-IR (Misc.)/IR (Coal-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Pansc, Presiding Officer.

Reference No. CGIT-2/27 of 1992

Employers in relation to the management of Indian Airlines, Bombay

AND

Their Workmen.

APPEARANCES :

For the Employers—Bhasin and Co. Advocates.

For the Workmen—Shri S. M. Dhara and Shri V. P. Vaidya, Advocates.

Bombay, the 30th June, 1995

AWARD

The Government of India, Ministry of Labour by its letter No. L-11011/10/91-IR (Misc.) dated 7th of May, 1992 and later on by corrigendum dated 29th of May, 1992 had referred to the following industrial dispute for adjudication.

SCHEDULE

"Whether the action of the management of Indian Airlines, Bombay in not regularising the services of Shri R. S. Narvekar and other 118 casuals/Badli Workmen, who were in continuous employment as per Annexure A, from the year 1978-79 onwards and deprive them the status and privileges of permanent workmen is just, legal and proper? And

Whether (or not), the action of the management of Indian Airlines Bombay to employ workmen as Badli, casual or temporary and to continue them as such, for years, with the object of depriving them of the status and privileges of permanent workmen amounted to 'unfair labour practice' under the Fifth Schedule of Section 2(Va) of Industrial Disputes Act, 1947? If so, to what relief is the workmen are entitled to?

2. Mumbai Mazdoor Sangh a trade union affiliated to Bhartiya Mazdoor Sangh represents the workmen in this

matter. They contended that all the workmen in the present reference and many others working with Indian Airlines are their members.

3. Sangh contended that the Indian Airlines, Santacruz (E) Bombay (hereinafter referred as the management) engaged loaders at the Airport and other placed from 1979 onwards. They do the work which is permanent and perennial nature and were working for years together continuously. It is contended that these workers were appointed for 90 to 120 days periodically from 1978-79 onwards. On 21-1-1990 the Sangh submitted a letter to the management for their employment on a regular basis. Later on by another letter Sangh called upon the management for negotiation, but it was of no use.

4. The Sangh pleaded that the practice of rotation of employees for 90 to 120 days is absolutely illegal, void and bad in law. It is asserted that it amounts to engaging an unfair labour practice. It is averred that there are 250 vacancies and only about 70 vacancies were filled and the remaining vacancies were not filled by the Company with an ulterior motive and mala fide intention.

5. As the demand of the Sangh was not considered by the management it approached Labour Commissioner. There also the matter could not settled. The Labour Commissioner then send a negative report to the Secretary to the Central Government. As no steps were taken by the Government the Sangh filed a writ petition bearing No. 3402 of 1991 before the High Court at Bombay for direction to consider the report submitted by the Assistant Labour Commissioner for appropriate action. It is, therefore the reference was made by the Government as stated above.

6. The Sangh pleads that the action of the management in appointing the workers on rotational employment deserves to be quashed as it is contrary to the provisions of the labour laws. It is averred that it amounts to unfair labour practice under the Industrial Disputes Act of 1947. Under such circumstances the Sangh prayed that it may be declared that the action of the management for not regularising the employees whose names are at Annexure A to the order of reference is illegal and amounts to engaging in an unfair labour practice, that it may be declared that the employees whose names are appeared in Annexure A be deemed to be permanent on and from the date of initial appointment and entitled to consequential benefits, that the employees whose names appeared in the Annexure I are entitled to immediate absorption in the service and for other reliefs.

7. The management resisted the claim by their written statement (Ex. '4'). It is contended that no industrial dispute exists within the meaning of Section 2(k) of the Industrial Disputes Act of 1947 between the Sangh and the management hence the reference is not tenable. It is asserted that Sangh can neither have any authority to espouse such a matter nor can the same be viewed as an industrial dispute. It is because the employees who are over 22,000 (Twenty Two Thousand) are represented by 8 Unions with whom Settlements are reached through the process of collective bargaining. The Sangh is not recognised Union of the Company on these grounds alone the reference is liable to be rejected forthwith.

8. The management denied that there are 250 vacancies as alleged by the Sangh. It is aver that the Corporation has a full fledged industrial engineering set up and carries out scientific studies from time to time using industrial engineering technic to assess the manpower requirement and the requirements of the work force to manage the work load. It is aver that the recruitment is made from time to time to fill up regular vacancies as laid down in the procedure. Engagement of casual or daily rated basis is resorted to meet certain contingencies such as absenteeism and also to meet other exigencies which are likely to arise due to distinctive nature of the Airline industry. It is submitted that as a fair play the candidates who are borne on a panel drawn for regular appointment are offered opportunity of casual engagement whenever the occasion so arises. Those workers cannot claim any right for regularisation.

9. The management submits that those who work on casual basis cannot claim any preference in appointment as no deviation can be made from the panel form for regular

appointment as casual engagement is a change of employment depending on the availability of work and certain contingency such as absenteeism etc. It is denied that the corporation has committed any unfair labour practice envisaged in Schedule V of the Industrial Disputes Act. It is aver that the wages of the casual workers were increased to Rs. 61 per day w.e.f. 1-2-1991 for certain categories of employees. They are duly paid. It is submitted that the worker by their own admission had not put in continuous service as enunciated under the Industrial Disputes Act, 1947. They are not entitled to the relief of regularisation. It is aver that under such circumstances the statement of claim is required to be dismissed without acquiring any relief whatsoever.

10. My Learned Predecessor framed issues at Ex. '5'. The issues and my findings thereon are as follows :

ISSUES	FINDINGS
1. Whether the Mumbai Mazdoor Sangh is competent/authorised to espouse the cause in question on behalf of the workmen in question ?	Yes.
2. Whether no industrial dispute existed between the workmen in question exists under and the management as contemplated under Section 2(k) of the Industrial Disputes Act, 1947 ?	Dispute exists under Section 2(k) of the Industrial Disputes Act.
3. Whether Shri R. S. Narvekar and other. 118 casual/badli workmen were in continuous employment as per Annexure A to the Reference from the year 1978-79 onwards ?	In the periodical employment
4. If yes, whether the action of the management of Indian Airlines, Bombay, in not regularising the services of Shri R. S. Narvekar and other 118 casuals/badli workmen who were in continuous employment as per Annexure A, from the year 1978-79 onwards and deprive them of the status and privileges of permanent workmen, is just, legal and proper ?	As per final order.
5. If so, to what relief they are entitled ?	As per final order.
6. Whether the management of India Airlines, Bombay employed workmen as badli, casual or temporary and continued them as such for years with the object of depriving them of the status and privileges of permanent workmen ?	Yes.
7. If yes whether the action of the management of India Airlines Bombay to employ workman as Badli, Casual or temporary and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen amounted to 'unfair labour practice' under the Fifth Schedule of Section 2(Va) of Industrial Disputes Act, 1947 ?	Yes.
8. If so, to what relief they are entitled ?	As per final order.
9. What Award ?	As per final order.

REASONS

11. Ashok Govind Dhotre who is a workman at Sr. No. 6 deposed on behalf of the all the workmen. Dinesh Gupta Deputy Manager Personnel Services of the Indian Airlines affirmed for the management. The parties relied upon the documents on the record.

12. Dhotre (Ex. '7') affirmed that he and others employees named in the schedule are the members of the Mumbai Mazdoor Sangh this fact is not challenged by the management in his cross-examination. In the written statement no doubt there is a contention that there are other 8 Unions which are functioning amounts the permanent employees. So far as these 117 workmen are concerned they are not permanent employees. It has to be said that they are periodical employees of the Company. As their grievances could not be redressed they join the Mumbai Mazdoor Bhartiya Sangh after they join the Sangh. The Sangh started working for them and nothing is shown to me how under such circumstances the Sangh can be said to be not in a position to espouse the cause of the workmen before the Tribunal.

13. Section 2(k) of the Industrial Disputes Act deals with what is meant by Industrial Dispute. It specifically provides that a dispute or a difference between employer and employees or between employers and workmen, or between workmen and workmen regarding employment non-employment, terms of employment and conditions of labour would constitute an Industrial Dispute. The facts of the case clearly go to show that employees who were employed on temporary basis by the management had raised this dispute in respect of their employment non-employment, terms of employment and conditions of labour. It is, therefore the dispute clearly falls within the definition of the term Industrial Disputes under Section 2(k) of the Industrial Disputes Act.

14. Ashok Dhotre (Ex. '7') the workman affirmed that he and other workers worked with the Indian Airlines for more than 90 days to 120 days periodically. It appears that except two workers there is no dispute by the management that these workers worked with them. Dinesh Gupta (Ex. '16') the Deputy Manager Personnel Services of the Indian Airlines affirmed that these workers were employed as a casual/badli workers in certain contingencies such as absenteeism etc. Mr. Dharap the Learned Advocate for the Union argued that the word etc. is used time and again by the management but there is no explanation what is meant by this etc. Therefore it has to be said that these workers were engaged as per the management only after absenteeism. Now the burden is on the management to prove that when these workers were appointed, the absenteeism was of a that nature. There is no evidence to that effect. The witness for the management admitted that he is not in a position to show which worker was appointed for which absenteeism. It can be accepted that it is not possible to show that for 'xyz's absenteeism 'A' worker was appointed. But it is possible for the management to show that in particular month there were 20 regular employees were absent and in that place 20 were appointed as a casual labourers. They had not done so. Therefore the case which is made out by the management that the appointments were made only after absenteeism cannot be accepted.

15. The Union had adduced evidence showing the appointment letters, the advertisement in respect of those posts which clearly go to show that these workmen were appointed by the management for more than 90 days periodically. The period is after 1987. In fact there is no dispute to that effect. The management issued a notification on 27-5-1991 for providing an opportunity to the casual who had worked for 90 days as badlies on daily basis during the last 3 years. Their applications were to be considered alongwith others for appointment on regular basis. Gupta affirmed that 2346 applications were received against the notification. 1755 Applicants who fulfilled the laid down criteria were called for the interview and 1292 candidates appeared for the interview. It is pertinent to note that he had not affirmed that out of those candidates how many were appointed. The witness for the Union affirmed that there were 1000 posts vacant in that cadre. In a statement of claim the vacant posts are shown to be 250. Dhotre admits that this information is a bare say but so far as management witness is concerned he must have a specific data with him but he had not deposed to that effect. It would have been possible for them to affirm that there are 500 posts of Leaders and Peons or any other number but no specific case is made out. As this is so there is no reason why not to accept the word of the Dhotre that they

would have been easily accommodated by the management in regular vacancies which were available.

16. It is tried to suggest that there is a procedure for recruitment of regular vacancies. There is no dispute over this. All these workers listed in the schedule were in the panels which were prepared from time to time. It is also not in dispute that they were given the appointments because they were in the panels. Their names appeared in the panels means they have fulfilled the eligibility criteria. It is argued on behalf of the management that 37 workers which absorbed after filing of this reference. By saying so it is tried to suggest that whenever vacancy arose they are being absorbed.

17. It is tried to argue on behalf of the management that when a person so employed as a casual labour does not entitled him the right to be permanent employee. It is further submitted that is for the management to organise its workforce and even if employees engaged on casual basis for the purpose of regularisation of various procedural requirements have to be fulfilled. To substantiate these points the management relied upon

1. (1992) 4 Supreme Court cases 99 Delhi Development Horticulture Employees Union

V/s.

Delhi Administration, Delhi.

2. (1992) 4 Supreme Court cases 118 State of Haryana and others.

V/s.

Piara Singh and Others.

- 3 Dharwad District PWD Litterate

V/s.

State of Karnataka (1990) 2 SCC 396.

18. In Piara Singh's case where the workers who served for more than a year applied for regularisation of their employment. The Lordship observed that in a case of long continuous in service presumption for regular need of service would arise applied authority concern to consider with a positive mind possibility of regularisation—statutory/public corporation should also follow suit—but the direction issued by the High Court for regularising of these falling within the definition of Section 2(s) of Industrial Disputes Act on completion of 4 to 5 years of service and those of not covered by the definition on completion of one year's service held cannot be sustained. On the basis of this authority it is argued by Mr. Swamy the Learned Advocate for the Union that these workers who worked for a very short period cannot claim regularisation. The facts of that case has to be said to be different from the facts before me because herein this case these workers were given appointments periodically. It clearly go to show that the vacancies were there. They were not appointed because they should not be entitled to regularisation.

19. In Delhi Development Horticulture Employee's case there Lordship observed that the employees there who worked for more than 240 days and claimed regularisation on the basis of the provisions of the Industrial Disputes Act. It is observed that a good deal of illegal employment market resulting in pay source of corruption and frustration of those who are waiting at Employment Exchange for years. Not all those who keen such a back door entry are in need of a particular job. Those already employed elsewhere they join the job for better prospects. So far this case is concerned it deals with a getting regular employment on the pretext of working for more than 240 days. Herein this case the management is rather keen to see that these workers are not employed for more than 240 days with a view that they should not be regularised on that account. It has no application.

20. Unfair labour practice means any of the practices specified in 5th Schedule of I. D. Act. Item No. 10 of the 5th Schedule of the Industrial Disputes Act states (to employ workman as Badlies/Casual or temporary or to continue them as such for years with the object of depriving them of the status and privileges of a permanent worker). From the evidence which I have discussed above it has to be said that the management employed these workers by rotation once in a year for 3-4 months. The number of vacancies appears to be constant being 200 or so. Instead of employing the fit and qualified person who fulfill necessary educational qualification they adopted the mode of badlies. This is with a view that there is no continuity in the employment to enable them to avail of the advantage of the provisions of the Industrial Disputes Act. It is, an unfair labour practice as covered under Item No. 10 of the Schedule 5 of the Industrial Disputes Act.

21. It is worth noting that such a situation arose at Delhi. A reference was made before the Central Government Industrial Tribunal, New Delhi. There the management and the Union arrived at a Settlement. Here the same suggestion was put forth to the management but it appears that no Settlement could be arrived at. Gupta affirmed that 27 workers as per Annexure I of his affidavit (Ex. '16') already being appointed after being found suitable. Kishor Kumar Shambhynath Verma who was selected for the post of Engineer Helper who was called for medical examination but he did not report. He had given 7 names of the workers who did not appear for the interview. In other words it has to be said that these 8 persons had no interest in the employment. He further affirmed that Shri Ratnakar V. Botale and Prakash K. Raje had not worked for more than 90 days and did not fulfilled the criteria mentioned in the notification dated 27-5-91. There is no evidence led by the management to show that these workers were appointed for the term of 90 days and they did the work. Under such circumstances, the claim of the management has to be accepted. Gupta further affirmed that 7 persons were not found suitable and 2 did not apply. So it is very clear if they are not found to be suitable they cannot be applied and the 2 persons who did not ask for employment as required by the notification cannot be said to be an interested person to get an employment. Gupta had given a list of 36 persons who are in the present reference were found not suitable on the criteria of over age. He had given a list of other 37 person at Annexure 3 who were found suitable and placed on the panel. It is tried to argue on behalf of the Union that they were not appointed when the vacancies were there and now they have become over age. It is because of the inaction of the management. These workers cannot be said at fault. I find substance in it. For all these reasons I record my findings on the points accordingly and pass the following Award.

AWARD

1. The management is directed to prepare a list of workers shown in Annexure II and III (Ex. '16') on the basis of the first appointment excluding the persons already appointed.
2. The management is to consider the suitability of these persons for appointment on regular basis leaving aside the criteria of age.
3. The management is directed to absorb all these persons (as per para 2 above) within a year from today as per the seniority list (as per para one above).
4. So far as the claims of other workers who are not in the Schedule II and III deem to be rejected.
5. The Indian Airlines Mumbai is find to pay Rs. 1,000 for practicing unfair labour practice under Section 25(u) of the Industrial Disputes Act of 1947.
6. The management to pay Rs. 300 cost of the reference to the Union.

Dated : 30-6-1995

S. B. PANSE, Presiding Officer

नई दिल्ली, 19 जुलाई, 1995

का. आ. 2206—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार एयर इंडिया के प्रबन्धन के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुसूचना में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक प्रकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-1995 को प्राप्त हुआ था।

[सं. ए. 11011/15/86-डी-2(बी)/डी-3(बी)/आईआर (कोल-1)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2206.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workmen, which was received by the Central Government on 18-7-95.

[No. L-11011/15/86-D II(B)/DIII(B)IR (Coal-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 156 of 1988

Parties :

Employers in relation to the Management of Air India, Calcutta

AND

Their Workmen.

Present :

Mr. Justice K. C. Jagadeb Roy,
Presiding Officer

Appearance :

On behalf of

Management—Mr. R. N. Mazumder, Advocate

On behalf of Workmen—

STATE : West Bengal. INDUSTRY : Civil Aviation.

AWARD

By Order No. L-11011/15/86-D, II(B)/D.III (B) dated 4-8-1988, the Central Government in 1811 GI-95—x

exercise of its power under section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Air India, Calcutta in denying to pay the canteen workers employed in the two canteens—one at Air India City Office and the other at Dum Dum Air-Port, wages and other benefits at par with the employees of Air India, Calcutta is justified. If not, to what relief are the Canteen workman concerned entitled ?”

2. After the reference had been registered as a reference case in this Tribunal on 7-9-1988, notices were issued to the parties namely, Manager—Eastern India, Air India, 50, Chowringhee Road, Calcutta—71 and the Regional Secretary, Air India Employees Guild, C/o Air India, 50, Chowringhee Road, Calcutta—71 by registered post. Management was represented in the case by Mr. R. N. Mazumder, Advocate and the Air India Employees Guild, which was espousing the cause of the workmen entered its appearance through its Regional Secretary, Mr. S. Ganapati. Written statement of the workmen was filed under the signature of the said Mr. S. Ganapati, Regional Secretary, Eastern India, Region, Calcutta and the Managing Committee member of the Air India Employees Guild. He was also examined as Workmen's witness No. 1 on 10-2-1993 and on the subsequent dates. Management had filed its written statement on 21st December 1988, to which a rejoinder was also filed by the workmen.

3. Apart from several exhibits from the side of the management as well as the workmen, both sides led their oral evidence. On 8-3-1995 the case was adjourned to 19-4-1995 for cross-examination of WW-1 and for further hearing and on the adjourned date it was submitted by Mr. Mazumder that the matter was under negotiation between the management and the concerned workmen, accordingly further hearing of the case be deferred for a shortwhile and in the mean time a joint memo of settlement would be filed. The joint memorandum of settlement was however filed on 22-6-1995 signed by the Manager, Eastern India (of the Air India Ltd.) Mr. A. K. Barman on the side of the management and 35 workmen on the other side.

4. Alongwith the memorandum of settlement which was presented to the Tribunal by Mr. Mazumder, learned counsel appearing for the management, a petition was filed by the aforesaid 35 workmen stating therein that the Air India Employees Guild was representing their case in the year 1991. There were however cer-

tain differences between the office bearers of the Air India Employees Guild and a faction of the said Guild wanted to plead for "No Dispute Award" without having any solution for the issue. This prayer was opposed by the other faction of the Guild who on behalf of these workmen moved this Tribunal against this "No Dispute" Award. The workmen thereafter found that because of this internal differences between the office bearers of the Air India Employees Guild hindrance was caused to the settlement of their dispute and as such the concerned workmen decided to talk directly to the management to arrive at a settlement. Accordingly a settlement between these workmen numbering 35 and Air India Ltd. was reached and signed on 22-6-1995, which was filed before the Tribunal. It was therefore prayed by the management and the concerned workmen that the Tribunal be pleased to pass an Award in terms of the settlement.

5. Mr. S. Ganapati describing him as the Regional Secretary of the Air India Employees Guild at Calcutta filed a petition on 27-6-1995 stating therein that at the time of submitting written statement on behalf of the workmen there were 27 workmen working in two canteens of Air India, out of which 20 were working at the Airport and 7 were working in the City Office. Subsequent thereto a few more workmen were recruited and the total number that stand currently is 35. He also stated that the settlement should be acted upon by the Tribunal and an Award may be passed in terms of the settlement dated 22-6-1995. Mr. Ganapati appearing before the Tribunal states that the workmen signatories to the settlement are the persons whose case was being sponsored by the Air India Employees Guild.

6. In such view of the matter, I dispose of this reference by passing an award in terms of the settlement which find place in paragraph—V of the memorandum of settlement dated 22-6-1995 which reads as follows :

V. TERMS OF SETTLEMENT :

- 2.0 The workmen as referred to from serial No. 1 to 26 hereinbefore would be regularised with effect from 1st July, 1995.
- 2.1 Regularisation would be subject to fulfilment of recruitment procedures like interview, medical fitness.
- 2.2 The workmen would remain on probation for a period of six months and subject to satisfactory completion of

probationary period and subject to police verification they would be confirmed. If the service would be found to be unsatisfactory, either his service would be terminated or the probationary period would be extended.

- 2.3 Regularisation of the workmen would also be subject to reservation policy relation to SC/ST, OBC reservation.
- 2.4 Regularisation would be made prospectively and the workmen would have no claim either monetary or otherwise with regard to the past service.
- 2.5 On absorption and/or regularisation of the workmen concerned the Management reserves its right to deploy or redeploy the said workmen at any Department or Section according to the requirement of the Company and in any of its office at Calcutta.
- 2.6 A copy of this settlement shall be placed before the Central Government Industrial Tribunal, Calcutta in pending Reference No. 156 of 1988 for passing the "No Dispute Award" by the Learned Tribunal.
- 2.7 On regularisation all the workmen herein would be entitled to all the benefits, privileges inter alia pay scales and all other monetary benefits, leave facilities, holiday, passage, medical etc. at par with other circumstances employees and/or workmen of the Company.
- 2.8 The workmen mentioned against Serial Nos. 27 to 35 who are engaged as casuals would be regularised in due course alongwith other casuals engaged in Air India Ltd., Calcutta on the basis of their respective seniority which shall be reckoned from the date of their joining as casuals. The said workmen shall be considered for regularisation subject to availability of vacancies and fulfilling recruitment procedure and eligibility criteria for recruitment.
- 2.9 It is expressly understood and agreed upon by and between the parties that this settlement is in full and final settlement of all the pending disputes and the workmen shall have no claim whatsoever on any dispute.

The entire memorandum of settlement will form part of the Award.

7. After hearing the parties and going through the settlement, I find that the settlement arrived at between the parties is just and fair.

8. The reference is accordingly answered and the Award is made accordingly.

Dated, Calcutta,

The 27th June, 1995.

K. C. JAGADEB ROY, Presiding Officer

MEMORANDUM OF SETTLEMENT

FORM-H

I. NAME OF THE PARTIES :

Air India Ltd. having its Registered office at Hansalaya Building, 5th Floor, 15 Barakhamba, New Delhi-110001 and also inter alia having an office at 50 Chowringhee Road, Calcutta-700071 (Hereinafter referred to as the Company)

AND

1. Nitai Ch. Pal
2. Nirmal Kr. Dalui (SC)
3. Gopinath Bar
4. Kajal Kr. Sil
5. Uttam Kr. Shaw
6. Ajoy Kr. Parida
7. Abu Bakkar Khan
8. Renu Kanta Dalui (SC)
9. Sanjay Sarkar
10. Rama Kanta Prasad
11. Alok Ghosal
12. Kartick Das (SC)
13. Samir Ranjan Bose
14. Tulsi Ch. Bera
15. Bishnu Pada Jana
16. Haradhan Ch. Saha
17. Srimanta Kr. Mal
18. Bimalendu Bhattacharjee
19. Shakti Pada Samanta
20. Ajoy K. Sarkar
21. Sanyashi Halder
22. Pradip Sen
23. Sujit Bose
24. Aloke Kanjilal
25. Prafulla Halder
26. Basudeb Majhi
27. G. Ramdas Rao
28. Pradip Dey
29. Rash Behari Majumdar
30. Haridas Banerjee
31. Aniruddha Manna
32. Kamal Das
33. Sukumar Das
34. Uttam Pramanick
35. Subrata Sarkar.

(hereinafter referred to as the Workmen)

II. REPRESENTING THE COMPANY

1. A. K. Barman—Manager-Eastern India
- 2.

III. REPRESENTING THE WORKMEN

1. Nitai Ch. Pal
2. Nirmal Kr. Dalui (SC)
3. Gopinath Bar
4. Kajal Kr. Sil
5. Uttam Kr. Shaw
6. Ajoy Kr. Parida
7. Abu Bakkar Khan
8. Renu Kanta Dalui (SC)
9. Sanjay Sarkar
10. Rama Kanta Prasad
11. Alok Ghosal
12. Kartick Das (SC)
13. Samir Ranjan Bose
14. Tulshi Chandra Bera
15. Bishnu Pada Jana
16. Haradhan Ch. Saha
17. Srimanta Kr. Mal
18. Bimalendu Bhattacharjee
19. Shanti Pada Samanta
20. Ajoy K. Sarkar
21. Sanyashi Halder
22. Pradip Sen
23. Sujit Bose
24. Aloke Kanjilal
25. Prafulla Halder
26. Basudeb Majhi
27. G. Ramdas Rao
28. Pradip Dey
29. Rash Behari Majumdar
30. Haridas Banerjee
31. Aniruddha Manna
32. Kamal Das
33. Sukumar Das
34. Uttam Pramanick
35. Subrata Sarkar.

IV. SHORT RECITAL OF THE CASE

1.0 The workmen as referred to above have been working in the canteens of the Company at Airport as well as its City office at 50 Chowringhee Road, Calcutta-700071 and they have been so engaged by Air India Canteen Committee by way of issuance of appointment letters. The Company did not take any direct liability with regard to the said workmen; nor any salary and other monetary benefits was paid to them directly by the Company.

1.1 The said workmen through the Air India Employees' Guild raised an industrial dispute claiming for parity for payment of wages and other benefits at par with Air India employees at Calcutta.

1.2 The matter was seized in conciliation and the conciliation proceedings having failed, the

Government of India, Ministry of Labour by an order No. 1-11011/15/86-D. II(B)D. III(B) dated 4th August, 1988 referred the following dispute to the Learned Central Government Industrial Tribunal, Calcutta for adjudication :

"whether the action of the Management of Air India, Calcutta, in denying to pay the canteen workers employed in the two canteens—one at Air India City Booking Office and other at Dum Dum Airport, wages and other benefits at par with the employees of Air India, Calcutta is justified. If not, to what relief are the canteen workmen concerned entitled?"

1.3 Pursuant to the direction given by the Learned Central Government Industrial Tribunal, parties to the dispute submitted their respective pleadings.

1.4 Mr. P. K. Mitra, Regional Secretary, Eastern Region Air India Employees' Guild vide a letter No. AI/CCU/91/11 dated 12th June, 1991 informed the Company that in a meeting of the Executive Committee of the said union the said union had decided not to proceed with the above reference pending before the Learned Central Government Industrial Tribunal, Calcutta.

1.5 On the basis of the said letter dated 12th June, 1991, the Company made an application on 21st August, 1991 before the Learned Central Government Industrial Tribunal, Calcutta for passing a 'No Dispute Award'.

1.6 The said application was opposed to by a rival group of the said Air India Employees' Guild, which is not recognised by the Company.

1.7 The said Application for passing the 'No Dispute Award' was heard by the Learned Central Government Industrial Tribunal, Calcutta.

1.8 By an order dated 29th June, 1972 the Learned Central Government Industrial Tribunal Ordered that at this stage and without hearing the matter in fuller details or finally, or further on evidence, no final determination, by making a no dispute award, which would have the effect of such finality, could or should be made and this point, along with the other points raised and involved in the reference case, should be kept open and be dealt with and considered after finally hearing the proceedings.

1.9 Thereafter the case is being heard on merits and the examination-in-chief of WW-1 has been concluded and the cross examination which had resumed long back is yet to be concluded.

1.10 In the meantime at the intervention of the Company as well as the workmen and without the intervention of any union, the Company and work-

men have decided to have an amicable settlement of all the pending disputes including the aforesaid reference being Reference No. 156 of 1988 pending before the Learned Central Government Industrial Tribunal, Calcutta.

V. TERMS OF SETTLEMENT :

2.0 The workmen as referred to from serial Nos. 1 to 26 hereinbefore would be regularised with effect from 1st July, 1995.

2.1 Regularisation would be subject to fulfilment of recruitment procedures like interview, medical fitness.

2.2 The workmen would remain on probation for a period of six months and subject to satisfactory completion of probationary period and subject to police verification they would be confirmed. If the service would be found to be unsatisfactory, either his service would be terminated or the probationary period would be extended.

2.3 Regularisation of the workmen would also be subject to reservation policy relating to SC/ST, OBC reservation.

2.4 Regularisation would be made prospectively and the workmen would have no claim either monetary or otherwise with regard to the past service.

2.5 On absorption and/or regularisation of the workmen concerned the Management reserves its right to deploy or redeploy the said workmen at any Department or Section According to the requirement of the Company in any of its office at Calcutta.

2.6 A copy of this settlement shall be placed before the Central Government Industrial Tribunal, Calcutta in pending Reference No. 156 of 1988 for passing the "No Dispute Award" by the Learned Tribunal.

2.7 On regularisation all the workmen herein would be entitled to all the benefits, privileges inter alia pay scales and all other monetary benefits, leave facilities, holidays, passage, medical etc. at par with other similarly circumstances employees and/or workmen of the company.

2.8 The workmen mentioned against serial nos. 27 to 35 who are engaged as casuals would be regularised in due course along with other casuals engaged in Air India Ltd., Calcutta on the basis of their respective seniority which shall be reckoned from the date of their joining as casuals. The said workmen shall be considered for regularisation subject to availability of vacancies and fulfilling recruitment procedure and eligibility criteria for recruitment.

2.9 It is expressly understood and agreed upon by and between the parties that this settlement is

in full and final settlement of all the pending disputes and the workmen shall have no claim whatsoever on any dispute.

IN WITNESS WHEREOF THE PARTIES
HERETO HAVE SIGNED THIS SETTLE-
MENT OF THE 22ND DAY OF JUNE
ONE THOUSAND NINE HUNDRED
NINETY FIVE.

For and on behalf

of Air India Ltd.

1. A. K. Barman
- 2.

Workmen

1. Nitai Ch. Pal
2. Nirmal Kr. Dalui (SC)
3. Gopinath Bar
4. Kajal Kr. Sil
5. Uttam Kr. Shaw
6. Uttam Kr. Parida
7. Abu Bakkar Khan
8. Renu Kanta Dalui (SC)
9. Sanjay Sarkar
10. Rama Kanta Prasad
11. Alok Ghosal
12. Kartick Das (SC)
13. Samir Ranjan Bose
14. Tulsi Ch. Bera
15. Bishnu Pada Jana
16. Haradhan Ch. Saha
17. Srimanta Kr. Mal
18. Bimalendu Bhattacharjee
19. Shakti Pada Samanta
20. Ajoy K. Sarkar
21. Sanyashu Halder
22. Pradip Sen
23. Sujit Bose
24. Alope Kanjilal
25. Prafulla Halder
26. Basudeb Majhi
27. G. Ramdas Rao
28. Pradip Dey
29. Rash Behari Majumdar
30. Haridas Banerjee
31. Aniruddha Manna
32. Kamal Das
33. Sukumar Das
34. Uttam Pramanick
35. Subrata Sarkar.

नई दिल्ली, 19 जुलाई, 1995

नं. 2207—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार में, भारत कोकिंग कोल लिमिटेड की केंद्रगत कोलियरी के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट मासिक वेतन विवाद में, केन्द्रीय सरकार—औद्योगिक अधिकरण

(सं.-2), अनुवाद के पंचायत को प्रकाशित करती है जो केन्द्रीय सरकार को 18 जुलाई 1995 को प्राप्त हुआ था।

[सं. एल-24012/45/85 डी-IV (बी) आई. आर. (कोल)-1]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 19th July, 1995

S.O. 2207.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kessurgarh Colliery of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 15-7-95.

[No. L-24012/45/85-D IV (B) IR (Coal-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial dispute under Section 10(1)(d) of the I. D. Act., 1947.

Reference No. 99 of 1986

PARTIES :

Employers in relation to the management of Kessurgarh Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

[Ministry's Order No. L-24012(45)/85-D, IV (2)
dt. 31-11-87]

On behalf of the workmen : Shri D. Mukherjee, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 10th July, 1995

AWARD

This case is to be disposed off in the light of the observation made by Hon'ble Court, Patna, Ranchi Bench in connection with C.W.I.C. No. 708 of 1988 (R) (Rashtriya Colliery Mazdoor Sangh vs the Presiding Officer, Central Govt.

Industrial Tribunal No. 2, Dhanbad and others) in an application under Article 226 and 227 of the Constitution of India which was moved by the Rashtriya Colliery Mazdoor Sangh directing challenge against the Award of the Central Government Industrial Tribunal No. 2, Dhanbad dt. 5-2-88 whereby the Tribunal upheld the dismissal of the two concerned workmen of Kessurgarh Colliery under B.C.C.L.

2. In the said judgement Hon'ble High Court had sent back the case on remand with observation that the Award is vitiated only on the ground that the Tribunal has omitted to decide the question which was very important whether the punishment of dismissal was appropriate under the facts and circumstances of the case and if not whether lesser punishment would have served the ends of justice. It has observed further that said point was not at all touched by the Tribunal and for that reason only the award in this regard was to be considered vitiated and it was further observed that after insertion of section 11A of the I. D. Act the powers of the Tribunal have been enlarged in which the Tribunal has authority to consider the question of correctness or otherwise of quantum of punishment and in the instant case the Tribunal has failed in its duty by not even finding whether the punishment were justified and accordingly the Award of the Tribunal to that extent only has been quashed and the matter has been sent to this Tribunal to consider and decide as to whether the punishment to the dismissal imposed upon the two concerned workmen was too harsh in the facts and circumstances of the case.

3. Before discussing the point as directed by the Hon'ble High Court in very short the subject matter of the case is stated to appreciate the gravity of the offence leading to the punishment to be imposed upon the concerned workmen. As it appears from the records that the Safety Officer Shri M. K. Kirmani of the Kessurgarh Colliery was assaulted by the two concerned workmen namely Giriya Singh and B. N. Singh and they were chargesheeted departmentally for such assault which took place on 4-4-81. In the said departmental proceeding they were found guilty and with the observations made therein they were recommended for dismissal which was approved by the highest authority and thus they were dismissed from the services which resulted this reference.

4. Besides the said domestic enquiry a Criminal case was also instituted against the aforesaid workmen which was decided in 1984 and in the said case the learned Trial Court found the said two workmen not guilty after giving benefit of doubt though the enquiry officer had found the workmen guilty leading to misconduct alleged against them.

5. It is needless to say that it an admitted position that the Enquiry Officer gave opportunity to the concerned workmen for taking part in the said enquiry proceeding and they properly represented themselves and after considering the materials thereon as available which was carefully considered by the Enquiry Officer and according to the provision of Certified Standing Orders the Enquiry Officer in such domestic enquiry found the concerned workman to be guilty.

6. In the instant reference before this Tribunal the concerned workmen accepted the enquiry to be fair and proper and thereby the matter was heard and the Tribunal accepted the guilt for assaulting the officer as transpired in the domestic enquiry upon the materials available therein.

7. Now the question is whether the concerned workmen are entitled to get lesser punishment as observed by the Hon'ble High Court under the present facts and circumstances and if so what punishment should be imposed in supersession of the punishment already imposed by the department as a result of domestic enquiry.

8. Perhaps I am not wrong that there is some hint in the judgement of the Hon'ble High Court that some consideration is to be made as regards the nature of the punishment imposed so far my interpretation of the judgement goes subject to correction if any in future.

9. In this context before going into consideration of the points in issue which is very short in the instant proceeding at present I think that the legal decisions enunciated in different judgements are to be stated for our guidelines in the matter of imposition of sentence for any misconduct which varies from degree to degree. In a case law reported in L.L.J. 1995 page 357 (Rajasthan State Road Transport Corporation and Anr. and Judge, Industrial Tribunal Bikaner & Ors.) the said point which are to be considered at the present stage was point in issue. In the said case law Their Lordships observed that penalty can be reduced only one or more on the following grounds :—

- (i) want of good faith.
- (ii) victimisation,
- (iii) unfair labour practice.
- (iv) violation of principles of natural justice and
- (v) finding of guilt is perverse.

In the said case reliance was placed upon the cases between M/s. Indian Iron Steel Co.—vrs.—Their workmen (1958-I.L.J.-260) (SC), Punjab National Bank—vrs.—A.L.P.N.B.F. Federation (1959-II-L.J.-666) (SC), Management of Ritz Theater—vrs.—Its workmen (1962-II-L.J.-498) (SC). In the first case it was observed by the Hon'ble Court "Undoubtedly, the management of a concern has power to direct its own internal administration and discipline; but the power is not unlimited and when a dispute arises, Industrial Tribunals have been given the power to see whether the termination of service of a workman is justified and to give appropriate relief. In cases of dismissal on misconduct, the Tribunal does not, however, act as a Court of appeal and substitute its own judgement for that of the management. It will interfere (i) when there is a want of good faith, (ii) there is victimisation or unfair labour practice (iii) when the management has been guilty of the basic error or violation of principles of natural justice and (iv) when on the materials the finding is completely baseless or perverse."

10. In that second case it has also been decided by Their Lordship in the same manner though using different wording confirming the decisions and putting reliance as mentioned above. In the third case it has been clearly observed that the punishment to be meted out was entirely within powers and jurisdiction of the employer and it was no part of the jurisdiction of a Tribunal to decide whether the said punishment was justified except in very rare cases where the punishment was so grossly out of proportion so as to suggest victimisation or unfair labour practice. In another case law reported in 1995 LAB I.C. page 1205 Punjab and Haryana High Court, his Lordship is of opinion that by enacting Section 11-A the legislature has in cases where a workman has been dismissed or discharged from service for misconduct and an industrial dispute raised on that account impliedly taken away the discretion of the State Government

so as to enjoin upon it to make a reference as otherwise the provisions of Section 11-A will be rendered nugatory and the workman deprived of the rights conferred on him by it. In the said case law the Tribunal has been given power in case of dismissal or discharge of a workman to consider whether it was justified on perusal of the materials available after reappraising the evidence and satisfying itself whether the said evidence can be relied upon and also thereby Tribunal has power to award lesser punishment instead of the punishment already imposed by the department concerned.

11. In the instant case I have gone through the record of the domestic enquiry proceeding and I find that a number of witnesses have been examined along with the injury report and the factum of assault by the concerned workmen to the then Agent on 4-4-81 appears to be proved beyond all reasonable doubts so far the domestic enquiry is concerned.

12. But at the same time there is a judgement of the learned Criminal Court where the accused persons were acquitted from the said charges levelled against them who is competent authority to decide the criminal charges levelled against the accused persons.

13. But it is pertinent to mention that in criminal case the charges levelled against the accused person is to be proved beyond all reasonable doubts and if any iota of doubt arises that will go in favour of the accused persons which is not in the case of domestic enquiry. So the approach of two different proceedings are of different nature though I cannot ignore the findings of both the proceedings for the present purpose.

14. The only point which comes in favour of the concerned workmen that the result of the domestic enquiry is an out come of a person employed in the management itself who raised the dispute but the judgement of the Criminal Court is the verdict of the Court of Law which is no doubt an independent body.

15. Be that as it may, in the instant case the findings of the Tribunal that he was guilty of the charge of assault to the Agent which was the matter of enquiry in the departmental proceeding and the result of proving such charge have been accepted also by the Hon'ble High Court as it was accepted by this Tribunal in its earlier judgement.

16. So, I think that there is no scope of making further probe in this point.

17. Now I am to see whether lesser punishment can be imposed as indicated in the body of the judgement of the Hon'ble High Court though it is a settled principle of law that man will face hardship of dismissal being unemployed is no ground for showing mercy if otherwise not entitled to. In the instant departmental proceeding I find that on the day of the incident a crowd was at the gate of the colliery and while the Agent was proceeding towards the Colliery gate he was asked by the crowd upon some point resulting assault by the concerned workmen.

18. The enquiry proceeding does not reveal whether there was any provocation on the side of the Agent nor it is in the said enquiry that there was no such provocation from the side of the assailant (the then Agent). It is also in evidence that in course of altercation between the crowd and the Agent these two workmen assaulted resulting injuries as appeared from the injury report and which is also an admitted fact. Now the question is what led these two concerned workmen to take risk assaulting their superior officer is not forthcoming nor any mensrea is found but the fact remains that they exceeded their limit by assaulting the Agent as because whatever may be the situation they should not have such high handedness to assault the superior officer after making the law in their own hands if that be encouraged obviously it will be very risky on the part of the management to control the unruly workers and to check or control the workers for the purpose of their respective works.

19. Now I am to consider the ground under which the penalty can be reduced. First ground is want of moral faith. In the instant case it cannot be said that they did it in good faith. At best it can be said that they assaulted in hot case and that may be exonerated only upon the consideration that this type of workmen though not all are generally

found to be rude in their nature in view of the circumstances, environments and situation under which they work.

20. In the instant proceeding which cropped up is a result of assault to the officers by the subordinate staff. So imposition of punishment by the disciplinary authority was not for victimisation of the staff but was an out come of the result of the enquiry established upon the facts and circumstances.

21. The imposition of punishment dismissing the concerned workmen cannot be considered to be unfair labour practice as because there was no unfairness from the side of the management to oppress the labour leading to the factum of unfair labour practice. About the fifth ground the finding of guilt of the concerned workmen in the domestic enquiry cannot be considered to be perverse rather it is accepted by the Tribunal in its prior award and that was confirmed by the Hon'ble High Court in the constitutional application. The only ground which may be taken into consideration for awarding lesser punishment is that the violation of the principles of natural justice.

22. It will not be of the route to say that in these hard days it is very difficult to get a job and the job is not for himself only if he is a family man having dependent. At the same time we have to consider certainly that unruly workmen will get punishment for his misconduct but it will violate the principles of natural justice if it is to severe which will uproot an entire family and face starvation of unemployment of the persons upon whom they are dependent. If the extreme step with the dismissal of a person be accepted it may lead him to pick up such a life to save his dependant leading to anti social elements in the society. Considering those facts and only on the humanitarian ground I am of the opinion that when the criminal Court has found him not guilty of the charges of assault beyond all reasonable doubts somehow for this time one chance should be given to them by imposing lesser punishment as reflected in the judgement of the Hon'ble High Court instead of outright dismissal of the concerned workmen from the services.

23. Accordingly invoking my power under Section 11A of the I.D. Act and relying upon the principles as referred to above considering the present punishment in violation of the principles of natural justice for the reasons as stated I think that the punishment may be reduced in the following manner.

24. The concerned workmen would be reinstated in the category of the services as they were on the date of dismissal only on receipt of 25 per cent of the back wages from the date of dismissal to the date of reinstatement (excluding bonus and other benefits, if any in the meantime) and maintaining their seniority in the service but they will be deprived of from two increments to be withheld by the management of this grade permanently.

25. The management to give effect of this award within two months from the date of publication and the concerned workmen would join within one month from the date of intimation. In default law will take its own course.

This is my Award.

D. K. NAYAK, Presiding Officer

सई दिल्ली, 20 जनवरी, 1995

का.आ. 2208—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार यूको बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अन्वन्ध में निदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण 2, बम्बई

[सं. ०७/३-१२०१२/६१७/८७ की II अ. आदेश. आग.बी. २]
बी. के. जर्मी, डेस्क अधिकारी

New Delhi, the 20th July, 1995

2. Before going to the merits of the case it will not be out of place to narrate in nutshell the facts of the case.

7. What Award ?	As per final order.
-----------------	---------------------

REASONS

7. Shri S. J. Bhagat (Ex. '18') the Officer of the Bank examined himself, as against this the worker filed a purshis (Ex. '23') informing the Tribunal that he does not want to led any oral evidence.

8. Ex. 'D' alongwith the statement of claim deals with charges levelled against the workman. They are :

1. That you, having come in possession of a stolen cheque belonging to its customer Mr. K. G. Gandhi and bearing No. 5710330 of Dena Bank, Kandivli Branch on or before 2-5-1982, with a view to cheat our Bank Opened/caused to open a Savings Account No. 5461 in the name of one Shashikant Ramchand Kadam at our Nariman Point Branch on 3-5-1982 with an initial payment of Rs. 5.
2. That you, by introducing the said S.B. Account 5461 in the name of Mr. S. R. Kadam, induced the Bank to believe that the said Account was a genuine one.
3. Immediately, the next day i.e. on 4-5-82, you deposited the said stolen cheque No. 5710330 bearing the date of 2nd May, 1982 for a sum of Rs. 20,000 (Rupees Twenty Thousand Only) in the name newly opened S.B. Account No. 5461.
4. The said cheque No. 5710330 dated 2-5-1982 presented for payment to Dena Bank on 4-5-1982, through our Central Clearing, was returned unpaid on 5-5-82 with the remark "Signature differs". That you, working as an Asstt. Cashier of the Branch and having access to the Bank's property and records in the course of normal duties dishonestly removed the said cheque from the inward clearing lot in order to make the Bank believe that the effects of the said cheque were cleared.
5. By causing the Bank to give wrongful credit to the said S.B. Account 5461, you had by forging or causing to forge the signature of the said Mr. S. R. Kadam, withdraw or caused to wrongfully withdraw from the said Account in the said sum of Rs. 20,000 by means of withdrawal slips as under :

(i) Rs. 6,000 on 6-5-1982

(ii) Rs. 14,000 on 10-5-1982.

Therein cheating the Bank in the said amount.

6. That after the said fraud was detected on 18-5-1982, you had confessed in writing as to your guilt, and repaid the said amount of Rs. 20,000 to the Bank on 19-5-1982.

Thus you have cheated or attempted to cheat the Bank of a sum of Rs. 20,000.

9. The Learned Advocate for the workman argued that none of the charges are proved. I am not inclined to accept this. It is for the simple reason that the worker had confessed regarding his guilt. He had signed the documents which is in Marathi and produced alongwith Ex. '17/8'. No doubt Shri S. J. Bhagat (Ex. '18') the witness for the Management in categorical term admitted that an assurance was given by the manager of the Bank i.e. Shri A. J. Desai that he will be let off after the confession. On its basis it is tried to suggest that the worker would not have given this confession, if he would not have assured that he would be freed. It cannot be forgotten that the evidence in Criminal cases and that in domestic inquiry is weighed in different footing. In a first case the prosecution has to prove the guilt beyond reasonable doubt but in a later case it has to be seen on preponderance of probabilities whether the act alleged had done by the delinquent or not. This confession corroborates the other evidence on the record. It is therefore cannot be said that its value is totally taken away due to the assurance given by the management. It is not in dispute that the workman deposited Rs. 20,000 with the Bank which alleged to have taken by him from the fictitious account opened by him.

10. Bhagat the Officer of the Bank affirmed that on 3-5-1982 the worker who was working in that Bank approached him and informed that his friend Mr. Kadam is not in a position to attend the Bank and he wants to open a Saving Account. Relying on his word and taking a special note on the Saving Account slip (Ex. '17/1') an account was open, an amount of Rs. 5 was deposited and an account number was given to Kadam. It is tried to suggest that Mr. Bhagat had no power to open an Account. He had denied the suggestion and affirmed that he being an Officer and at that particular time was looking after the Saving Bank's Incharge, he was entitled to allow the opening of the Account. The Learned Advocate for the worker with the rules framed for opening of the S.A. and on the basis of the admission given by Bhagat that without appearance of a concern party the Saving Account could not be opened. This is a common practice. But there are exception to the rule. It is common knowledge that when an employee of the Bank informs his superior that he knows a parti-

cular man without further introduction or further verification the Accounts are opened. Bhagat affirmed that the worker brought the specimen signature form (Ex. '17/1') for opening an Account of his friend. He accepted his words. The worker is responsible Officer. It is not that he was recently joined the Bank but he served the Bank for more than 10 years at that relevant time. Therefore it was quite natural to rely upon him and allowed to open the Account in name of Kadam. Bhagat had affirmed that he had made an endorsement on that from which can be seen on Ex. '17/1'. It is not the case of the worker that it is manipulated. Bhagat had affirmed that the specimen signature from, the paying slip for cheque of Rs. 20,000 and withdrawal slip of Rs. 6,000 and 14,000 in the handwriting of the workman. Even if it is accepted that Bhagat had not personally seen the worker doing all these, acts the fact is remain that on the introduction by worker an Account was open in the name of Kadam, thereafter a cheque of Rs. 20,000 was deposited and later on in 2 installment of Rs. 14,000 and Rs. 6,000 was withdrawn. The worker had been deposited Rs. 20,000 with the Bank as his mischief came to surface. It is tried to argued that the handwriting of the worker was not sent to the handwriting expert. Therefore it cannot be accepted that all these slips are in the handwriting of the worker. Bhagat had affirmed that he had compared the handwriting of the worker which is proved to be his own with that of these slips, it is the same. The worker had not entered into the witness box to deny the same. Under such circumstances there is no reason why not to accept the word of Bhagat that the Account was opened at the instance of the worker and the slips were written by worker.

11. It is the case of the Bank that the worker found a cheque of Rs. 20,000 of one Mr. K. G. Gandhi and deposited the same in Account No. 5461 of Kadam. Whether the cheque was a stolen cheque or not is not proved but its possession with that of the worker is proved. From the documents on record the statement of Bhagat and from the proceedings of the departmental inquiry it is proved that the the worker deposited that cheque in the Kadam's Account and later on withdraw the amount of Rs. 6,000 and 14,000 on 6-5-1982 and 10-5-1982 respectively. There is another charge against the workman as he was working as an Assistant Cashier and having access to the Bank property and record in the course of normal duties, he dishonestly remove the said cheque from the inward clearing lot in order to make the Bank believe that the effects of the said cheque were clear. So far this charge is concerned it can be seen that later

on this cheque was alleged to be found in possession of the worker. He had produced the same. As this is so it has to be said that all the charges which were levelled against the workman were proved.

12. It is tried to argued on behalf of the management that once a major misconduct in terms of clauses 19.5(j) of the Bi-partite Settlement dt. 19-10-1966 was proved the punishment of dismissal which was awarded to the worker is just and proper. To substantiate this contention the Learned Advocate for the management relied upon some authorities. In normal course I would have accepted it but here the case is different. Here the assurance was given by the management to the worker to confess the guilt. Bhagat and Desai the witness of the management admitted that the worker was assured to be pardoned if he confessed the guilt. If an authority gives an assurance, it was their duty to give him a sort of little punishment, so the worker and others who indulged in such type of activities would not do so. It has to be seen that when an assurance is given by an institution, here the manager works for the institution should be respected. It should be Honoured and it should be acted upon. For the reasons best known to the management they decided not to act on their words which should not. Under such circumstances I find that the punishment which is awarded to the workman is not proper. The punishment for not allowing him to get any monetary benefit during his suspension and dismissed from the service will meet the ends of justice. In the result I record my findings accordingly and pass the following order.

ORDER

1. The action of the management of United Commercial Bank in dismissing the services of Shri P. J. Machigar is not justified.
2. The management is directed to reinstate Shri P. J. Machigar as Assistant Cashier immediately.
3. Machigar the worker is not entitled to any monetary benefits during his suspension period and from the date of his dismissal till reinstatement.
4. His service is to be treated as continuous for all other purposes.
5. No order as to cost.

Dt. 4-7-1995.

S. B. PANSE, Presiding Officer

नई दिल्ली, 21 जुलाई, 1995

का.प्र. 2209—जबकि दूर संचार विभाग, करीम नगर के प्रबंधन और उनके कामगार जिनका प्रतिनिधित्व अखिल भारतीय दूर संचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" करीम नगर द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है,

और जबकि, उक्त प्रबंधन और उनके कामगार, जिनका प्रतिनिधित्व अखिल भारतीय दूर संचार कर्मचारी संघ लाइन स्टाफ एवं ग्रुप "डी" द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उप-धारा (i) के अन्तर्गत एक लिखित करार द्वारा उक्त विवाद को विवाचन हेतु भेजने पर सहमत हो गए हैं तथा उक्त विवाचन करार को एक प्रति केन्द्रीय सरकार को अर्पित कर दी गयी है,

अतः, अब, उक्त अधिनियम की धारा 10-क की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अन्तर्गत)

के बीच

पक्षकारों के नाम

नियोक्ता के प्रतिनिधि	कामगार के प्रतिनिधि
उप-प्रभागीय कार्यालय दूर-संचार, करीमनगर-505001	श्री के. नरसैय्या, पूर्व नैमित्तिक श्रमिक मार्फत श्री ए. राजामोली, क्षेत्रीय सचिव, वारंगल क्षेत्र, ए.आई.टी.ई.यू. लाइन स्टाफ, ग्रुप "डी" म. सं. 6-1-14, अशोक नगर, करीम नगर-505001

पक्षकार लिखित विवाद को विवाचन के लिए श्री के. रामाकृष्ण उप-मुख्य श्रमायुक्त (के.), बंगलोर के पास भेजने के लिए सहमत हो गये हैं।

- (i) विवाद का विनिश्चित मामला श्री के. नरसैय्या, पूर्व-नैमित्तिक श्रमिक की सेवाओं से 1-6-97 से अधिकृत गैर-कानूनी रूप से छुट्टी
- (ii) विवाद में शामिल पक्षकारों के उपरोक्त प्रतिष्ठापन अथवा उपक्रम के नाम और पते सहित उप-प्रभागीय अधिकारी, दूर-संचार, करीमनगर (आ.प्र.)
- (iii) कामगार का नाम यदि वह विवाद में स्थगित अन्तर्भव हो अथवा संघ का नाम, यदि कोई कामगारों अथवा प्रस्तुत कामगार का प्रतिनिधित्व करना हो श्री के. नरसैय्या मार्फत ए. राजामोली, क्षेत्रीय सचिव, वारंगल क्षेत्र ए.आई.टी.ई.यू. लाइन स्टाफ एवं ग्रुप "डी", करीम नगर, (आ.प्र.)
- (iv) उपक्रम में नियोजित-प्रभावित कामगारों की कुल संख्या 100

(v) विवाद से प्रभावित अथवा प्रभावित होने वाले कामगारों की अनुमानित संख्या एक

विवाचक अपना पचाट तीन माह की अवधि के भीतर अथवा हमारे बीच परस्पर लिखित करार द्वारा बढ़ाई गयी और अवधि के भीतर देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं दिया जाता है तो विवाचन के लिए संदर्भ स्वतः निरस्त हो जाएगा और हम नये सिरे से विवाचन हेतु बातचीत करने के लिए स्वतंत्र होंगे।

प्रबंधन की ओर से -

संघ की ओर से -

ह.।-

ह.।-

(एम. राजामोली सिंह)
स.अ./प्रशा., टी.डी.ई.का
कार्यालय, करीमनगर
रुते एम.टी.ओ.टी,
करीमनगर

(ए. राजामोली)
क्षेत्रीय सचिव,
ए.आई.टी.ई.यू. लाइन स्टाफ एवं
ग्रुप "डी",
वारंगल क्षेत्र, करीमनगर

गोपनी:

1. ह.।-

श्री वार्ड.एस.प्रार.सूति,
उ.प्र.लि., स. श्रमायुक्त (के.) का
कार्यालय, मांचेरियल

2. ह.।-

श्री डी. कुमार सेना, स.अ.लि.,
स. श्रमायुक्त (के.), का कार्यालय,
मांचेरियल

विवाचक की सहमति

विषय. दूर संचार विभाग, करीमनगर के प्रबंधन और उनके कामगार श्री के. नरसैय्या, पूर्व नैमित्तिक श्रमिक के बीच अधिकृत गैर-कानूनी ढंग से उनकी सेवाएं समाप्त कर दिये जाने पर औद्योगिक विवाद-आरा 10-क के अन्तर्गत विवाचन के लिए सहमति के बारे में।

संदर्भ स. श्रमायुक्त (के.), मांचेरियल का दिनांक 16-6-95 का पत्र संख्या 8/3/95/ए.एन.सी./एम.सी.आई

कथना अपने ऊपर वर्णित पत्र का अवलोकन करें। मैं, श्री के. नरसैय्या (कामगार) और एस.टी.ओ.टी, करीमनगर (प्रबंधन) के बीच औद्योगिक विवाद में विवाचक के रूप में कार्य करने के लिए सहमत हूँ।

ह.।-

(के. रामाकृष्ण)

उप-मुख्य श्रमायुक्त (के.), बंगलौर

[ए. एन-40013/2/95-आई.प्रार. (टी.यू.)]

(के.वी.वी. उषा)

हैल्ड अधिकारी

New Delhi, the 21st July, 1995

S.O. 2209 .—Whereas an industrial dispute exists between the management of Telecom Department, Karimnagar and their workman represented by the All India Telecom Employers Union, Line Staff & Group D, Karimnagar.

And whereas, the said management and their workman represented by All India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of section 10-A of the Industrial Disputes Act, 1947 (15 of 1947) agree to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement :

Now, therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

Between
Name of the Parties

Representing Employer	Representing Workman
The Sub-Divisional Office Telecom, Karimnagar-505001	Shri K. Narasaiah Ex-Casual Labour, C/o Sri A. Rajamouli, Area Secretary Warangal Area, AITEU Line Staff, Group 'D' H No. 6-1-14, Ashok Nagar, Karimnagar-505001.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (Central) Bangalore.

(i) Specific matter in dispute :	Alleged illegal retrenchment from services of Shri K. Narasaiah Ex-Casual Labour w.e.f. 1-6-1987.
(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking	The Sub-Divisional Officer Telecom Karimnagar (AP)
(iii) Name of the workman in case he himself is involved in the dispute of the name of the union, if any representing the workman or workmen in question.	Sri K. Narasaiah C/o A. Rajamouli, Area Secy. Warangal Area, AITEU Line Staff & Group 'D' Karimnagar (AP)
(iv) Total number of workmen employed in the undertaking affected.	100
(v) Estimated number of workmen affected or likely to be affected by the dispute.	One

The Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in sitting. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

On behalf of the management

On behalf of the Union

Sd/-
(M. Rajagopal Singh)
AE/Admn. O/o TDE,
Karimnagar for SDOT,
Karimnagar.

Sd/-
(A. Rajamouli)
Area Secretary
AITEU, Line Staff & Group 'D'
Warangal Area Karimnagar.

Witnesses

1. Sd/-
Sri Y.S.R. Murthy,
UDC O/o ALC (C)
Manchester.
2. Sd/-
Sri T. Kumara Sena, LDC,
O/o ALC(C) Manchester

CONSENT OF THE ARBITRATOR

Sub. L.D. between the management of Telecom Department Karimnaga and their workman Shri K. Narasiah ex-casual labour over alleged illegal termination of his services—Consent for Arbitration under Section 10-A reg.

Ref. ALC(C) Manchester Letter No. 8/3/25/ALC/MCI dt. 16-6-1995

Please refer to your letter cited above. I am willing to act as an Arbitrator in the dispute between Shri K. Narasiah (Workman) and SDOT, Karimnagar (Management).

Sd/-
(K. RAMAKRISHNA)
Dy. CLC(C) : Bangalore

[No. L-40013/2/95—IR (DU)]

K. V. B. UNNY, Desk Officer

नई दिल्ली, 21 जुलाई, 1995

का. आ. 2210.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई.सी. लि. के प्रबंधकत्व के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बम्बई न. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/7/95 को प्राप्त हुआ था।

[मं. एन-22012/347/93-आईएमए(सी-II)]

वी.के. शर्मा, डैस्क अधिकारी

New Delhi, the 21st July, 1995

S.O. 2210.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2 as shown in the Annexure in the Industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on 19-7-95.

[No. L-22012/347/93-IR(C-II)]
V. K. SHARMA, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
BOMBAY
PRESENT
SHRI S. B. PANSE
PRESIDING OFFICER
REFERENCE NO. CGIT-2/18 OF 1994.
EMPLOYERS IN RELATION TO THE
MANAGEMENT OF SOHAGPUR AREA
OF SECL
AND
THEIR WORKMEN

APPEARANCES :

For the Employer : S/Shri Sadasivan Nair & AK Sasidharan, Advocate.

For the Workmen : Shri Jagdish Singh, Representative.

Bombay, the 3rd July, 1995

AWARD

The Government of India, Ministry of Labour by its letter No. L-22012/347/93-IR(C-II) dated 16th of February, 1994 had referred to the following Industrial dispute for adjudication.

SCHEDULE

"Whether the action of General Manager, Sohagpur Area of SECL in not providing employment to the dependant of Late Shrinivas Shukla, T. No. 2499, Badli Tub-Loader, Amlai Colliery in accordance with the provisions of Para 9.4.2 of NCWA-IV is legal and justified? If not, to what relief the workmen is entitled to?"

2. The General Secretary Koila Mazdoor Sabha (UTUC) submitted a statement of claim (Ex. '3'). It is contended that the deceased husband of Rajamatibai by name Shrinivas Shukla was an employee of SECL. He had a T. No. 2499. He expired on 22-8-1982 when he was in service. The widow was given gratuity but not an employment which is required to be given as per the Settlement. It is, therefore, prayed that the management may be directed to give an employment to the wife of the deceased Shri Shrinivas Shukla.

3. Instead of filing written statement an application (Ex. '5') was presented by the management and the Union for Award on the basis of consent term. It is submitted that Rajamatibai widow of late Shrinivas Shukla submitted documents for providing employment to Shri Kamatprasad brother of late Shri Shrinivas Shukla on 1-7-1994 on the basis of clause 9.4.2 & 9.4.3 of National Code wage Agreement. The documents were sent to higher authorities for consideration and then it was decided to give an employment to the brother of the deceased on the Application of Rajamati. The Union as well as the claimant that is the wife of the deceased accepted the offer of the management by accepting the employment to the dependant. An appointment letter dt. 12-5-1995 (Annexure B) was issued in the name of Kantaprasad Shukla. The parties filed consent term (Annexure 'A') signed by Additional Chief Personnel Manager SECL, Sohagpur Area and Jagdish Singh Pradesh Mantri of Koyla Mazdoor Sangh (UTUC). I accept the consent term and pass the following Order.

ORDER

1. In view of the consent term Annexure 'A' to the (Ex. '5'). The matter is disposed off as Settled.
2. No order as to cost.

S. B. PANSE, Presiding Officer
Dt. 3-7-1995.

ANNEXURE A to the Ex. 5

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 BOMBAY
REFERENCE NO. CGIT-2/18 OF 1984

EMPLOYER IN RELATION TO THE MANA-
GEMENT OF SOHAGPUR AREA OF SECL
AND THEIR WORKMAN

The above Industrial Dispute was referred by the Desk Officer, Ministry of Labour, New Delhi vide his letter No. 22012/347/P3/IR (C-II) dated 16-2-94 to the Industrial Tribunal, Bombay. The reference of the dispute is quoted below :—

"Whether the action of General Manager, Sohagpur Area of SECL in not providing employment to the dependant of Late Shrinivas Chukla, T. No. 2499, Badli Tub Loader, Amlai Colliery in accordance with the provisions of Para 9.4.2 of ACWA-IV is legal and justified. If not, to what relief the workman is entitled to?"

The management of SECL has reviewed the dispute and found that the case deserves for employment to dependant of Late Shrinivas Shukla, Ex-BTL, Amlai Colliery as General Mazdoor, Cat. I and accordingly, he has been provided employment as General Mazdoor, Cat. I. Copy of the appointment letter is enclosed herewith.

In view of the above, we request the Hon'ble Court to pass consent award accordingly.

(B. B. SINGH)
Addl. Chief Personnel Manager
S.E.C.L., Sohagpur Area.

JAGDISH SINGH,
Pradesh Mantri
Koyala Mazdoor Sabha (UTUC)
Sohagpur Area

नई दिल्ली, 21 जुलाई, 1995

का.प्र. 2211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी. वि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, कलकत्ता के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/7/95 को प्राप्त हुआ था।

[सं. एत-19012/45/86-डी-IV (बी)]/आई.आर. (सं. II)
डी. के. जर्मा. हेमक अधिकारी

New Delhi, the 21st July, 1995

S.O. 2211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award

of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd., and their workmen, which was received by the Central Government on the 19-7-95.

[No. L-19012(45)86 DIV(B)IR(C-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 1 of 1988

PARTIES :

Employers in relation to the Management of Ranipur Colliery of M/s. Eastern Coal-field Limited.

AND

Their Workmen

PRESENT :

Mr. Justice K. C. Jagadeb Roy,
Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. P. Banerjee,
Advocate

On behalf of Workmen—None.

STATE : West Bengal. INDUSTRY : Coal.

AWARD

This reference is made by the Central Government vide Order No. L-19012(45)86-D.IV(B) dated 6th January, 1987 in exercise of its power under section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947, which reads as follows :

“Whether the action of the Management of Ranipur Colliery of M/s. E.C. Ltd.—

- (i) in not making Smt. Sukramoni Mejhana and 52 other female casual wagon loaders regular in their post and
- (ii) in reducing the number of working days of the above workmen from 4 days to 3 days in a week on their being transferred to Ranipur Colliery during the pendency of conciliation proceedings is justified? If not, to what relief the workmen concerned are entitled?”

List of the workmen

1. Smt. Sukarmoni Majhan
2. „ Gasia Boury
3. „ Bijuli Mudi
4. „ Br. Lakhi Majhan
5. „ Dashi Boury

6. Smt. Kailashi Lohar
7. „ Makhani Majhan
8. „ Sunia Majhan
9. „ Shrimati Majhan
10. „ Badani Majhan
11. „ Sonamoni Majhan
12. „ Parbati Bhuia
13. „ Soma Bhuia
14. „ Chando Bhuia
15. „ Kusumi Bhuia
16. „ Sonamati Bhuia
17. „ Radhi Boury
18. „ Rabi Majhan
19. „ Mati Majhan
20. „ Nilmani Majhan (LP)
21. „ Sunai Majhan
22. „ Chandmoni Majhan
23. „ Sohagi Majhan
24. „ Thakurmoni Majhan
25. „ Urmilla Boury
26. „ Srimati Majhan
27. „ Pari Mudi
28. „ Upashi Majhan
29. „ Rabani Majhan
30. „ Rasmoni Majhan
31. „ Gundari Majhan
32. „ Kali Majhan
33. „ Lalmoni Majhan
34. „ Nilmoni Majhan
35. „ Rambatia Bhuia
36. „ Sukarmoni Majhan
37. „ Sundari Majhan
38. „ Sankari Boury
39. „ Kandani Majhan
40. „ Makoo Majhan
41. „ Bhadi Boury
42. „ Gouri Boury
43. „ Kali Boury
44. „ Srimati Boury
45. „ Ghhapi Boury
46. „ Tulashi Majhan
47. „ Bedani Majhan
48. „ Sonamoni Majhan
49. „ Sundari Majhan (CF)
50. „ Ghamelia Bhuia
51. „ Br. Nuna Bhuia
52. „ Sonadebi Bhuia
53. „ Budani Bhuia.

2. Mr. P. Banerjee, learned counsel appeared on behalf of the management, whereas nobody has filed letter of authority on behalf of the workmen, even though from the order sheet I find that one Mr. S. Roy Chowdhury, vice president of the Union appeared without authority for the workmen in 1988.

3. A written statement was filed by the workmen under the signature of Mr. S. S. Thakur, Assistant Secretary of the Coal Miners' Union, Purulia followed by a rejoinder by them under the signature Mr. S. Roy Chowdhury the vice president of the said Union. In reply to the written statement of the workmen, management filed their written statement on 14th October, 1988. Even though a list of documents was filed by the workmen, no attempt was made on their behalf to conduct the case by giving letter of authority in favour of any one and no evidence was led on their behalf in this case. No document was also marked as exhibit on their side. I find from the records that no one ever appeared for the workmen since 1990.

4. Accordingly, without any materials from the side of the workmen who had a right to begin, the management as it is stated by Mr. Banerjee, learned counsel for the management, preferred not to proceed to lead any evidence from their side, though they had examined one witness earlier in chief who could not be cross-examined because of the non-appearance of the workman in the case.

5. A letter has been received from the Assistant Secretary of the said Union by this Tribunal on 22-6-1995 wherein it has been stated that the claim of the workman have otherwise been settled in respect of each of the aforesaid workmen and as such there is no subsisting dispute existing now. As such the Union had decided not to continue with the case and prayed for a "No Dispute" Award in the case.

6. In view of the fact that the workmen have not taken any steps to appear before the Tribunal either by themselves or through their representative and failed to lead any evidence in support of their demands and since the letter of the Assistant Secretary, Coal Miners' Union, who had filed the written statement on behalf of the workmen has informed by his aforesaid letter that the grievance of the workmen had already been met and there is no subsisting dispute, I pass a "No Dispute Award. There is no material available before the Tribunal to hold that the workmen are compelled to give up their demands unfairly.

The Award is made accordingly.

Dated, Calcutta,

The 28th June, 1995.

K. C. JAGADEV ROY, Presiding Officer

नई दिल्ली, 21 जुलाई, 1995

का.भा. 2212.—जबकि दूर संचार विभाग, करीम नगर के बंधन और उनके कामगार जिनका प्रतिनिधित्व अखिल भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" करीम नगर द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है,

और जबकि, उक्त प्रबंधन और उनके कामगार, जिनका प्रतिनिधित्व अखिल भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उपधारा (i) के अंतर्गत एक लिखित करार द्वारा उक्त विवाद को विवाचन हेतु भेजने पर सहमत हो गये हैं तथा उक्त विवाचन करार की एक प्रति केन्द्रीय सरकार को अर्पित कर दी गयी है,

अतः, अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत)
के बीच

पक्षकारों के नाम

नियोजक के प्रतिनिधि	कामगार के प्रतिनिधि
उप-प्रभाषीय कार्यालय	श्री बी. रामचन्द्रम
दूरसंचार, करीमनगर-505001	पूर्व नैमित्तिक श्रमिक मार्फत
	श्री ए. राजाचौली, क्षेत्रीय सचिव
	वारंगल क्षेत्र, ए आई टी ई यू
	लाइन स्टाफ, ग्रुप "डी", म. नं.
	G-1-14 अर्थात् नगर, करीम नगर-
	505001

पक्षकार निम्नलिखित विवाद को विवाचन के लिए श्री के. रामाकृष्णा, उप-मुख्य धर्मायुक्त (के.), बंगलूर के पास भेजने के लिए सहमत हो गये हैं।

- (1) विवाद का विशिष्ट मामला श्री बी. रामचन्द्रम, पूर्व नैमित्तिक श्रमिक की सेवाओं से 1-4-87 से अर्ध-कथित गैर-कानूनी रूप से छंटनी
- (2) विवाद में शामिल पक्षकारों के बीच प्रमाणित श्रद्धा उपक्रम दूरसंचार, करीमनगर (आ.प्र.) के नाम और पते सहित
- (3) कामगार का नाम यदि वह विवाद श्री बी. रामचन्द्रम मार्फत ए. में स्वयं अंतर्गत हो अथवा संघ राजाचौली, क्षेत्रीय सचिव, वारंगल क्षेत्र, ए आई टी ई यू लाइन स्टाफ एवं ग्रुप "डी" करीमनगर (आ.प्र.) अथवा प्रत्यक्ष कामगार का प्रतिनिधित्व करता हो
- (4) उपक्रम में नियोजित-प्रभावित 100 कामगारों की कुल संख्या
- (5) विवाद से प्रभावित अथवा एक प्रभावित होने वाले कामगारों की अनुमानित संख्या

विवाचक अपना पंचाट तीन माह की अवधि के भीतर अवकाश हमारे बीच परस्पर लिखित धारार द्वारा बढ़ाई गयी और अवधि के भीतर देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं दिया जाता है तो विवाचन के लिए संदर्भ स्वतः निरस्त हो जाएगा और हम नये बिदे से विवाचन हेतु बातचीत करने के लिए स्वतंत्र होंगे।

2. ह /-

श्री टी. कुमार सेना, अ. श्रे. नि.,
म. श्रमायुक्त (के.) का कार्यालय,
मन्त्रिस्थल

विवाचक की सहमति

विषय: दूर संचार विभाग, करीमनगर के प्रबंधन और उनके कामगार श्री वी. रामचन्द्रम, पूर्व नैमित्तिक श्रमिक को बीच अधिकृतित और-कामगारों हंग से उनकी सेवाएं समाप्त कर दिये जाने पर औद्योगिक विवाद-धारा 10-क के अन्तर्गत विवाचन के लिए सहमति के बारे में।

संदर्भ: म. श्रमायुक्त (के.) मन्त्रिस्थल का दिनांक 16-6-95 का पत्र संख्या 8-3-95/ए.एल.सी./एम.सी.आई

कृपया अपने ऊपर वर्णित पत्र को अवलोकित करें। मैं, श्री वी. रामचन्द्रम (कामगार) और एम. टी. ओ. टी., करीमनगर (प्रबंधन) के बीच औद्योगिक विवाद में विवाचक के रूप में कार्य करने के लिए सहमत हूँ।

ह /-

(के. रामचन्द्रम)

उप-मुख्य श्रमायुक्त (के.), बंगलूर

[70 एल-40013/3/95-आई.आर. (डी. यू.)]

के. वी. वी. उन्नी, डेस्क अधिकारी

प्रबंधन की ओर से

संघ की ओर से

ह /-

(एम. राजासोपान गिह)

म. श्र. प्रशा. टी. टी. ई. का
कार्यालय, करीमनगर
कृते एम. टी. ओ. टी.,
करीमनगर

ह /-

(ए. राजासोपानी)

क्षेत्रीय सचिव,
ए. आई. टी. ई. यू., लाइन स्टाफ एंड
ग्रुप "डी",
वारंगल क्षेत्र,
करीमनगर

भाषी

1. ह /-

श्री चार्ज एम. आर. भूति,
उ. श्रे. नि., म. श्रमायुक्त (के.) का
कार्यालय, मन्त्रिस्थल

New Delhi, the 21 July, 1995

S.O. 2212.—Whereas in industrial dispute exists between the management of Telecom Department, Karimnagar and their workman represented by the All India Telecom Employees Union, Line Staff & Group 'D', Karimnagar.

AND WHEREAS the said management and their workman represented by All India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of Section 10A of the Industrial Disputes Act, 1947 (15 of 1947), agree to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement:

Now Therefore, in pursuance of sub-section (3) of Section 10-A of the said Act the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act 1947)

Between

Name of the Parties.

Representing Employer

Representing Workman

The Sub-Divisional Office Telecom, Karimnagar-505001

Shri V. Ramachandram
Ex-Casual Labour C/o Sri A. Rajamculi
Area Secretary Warangal Area, AITEU Line Staff
Group 'D' H.No. 6-1-14, Ashok Nagar
Karimnagar-505001.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramakrishna Dy. Chief Labour Commissioner (Central) Bangalore.

- | | |
|--|--|
| (i) Specific matter in dispute | Alleged illegal retrenchment from services of Sri V. Ramachandram Ex-Casual Labour w.e.f. 1-4-87. |
| (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking. | The sub-Divisional Officer Telecom, Karimnagar (AP) |
| (iii) Name of the workman in case he himself is involved in the dispute of the name of the union if any representing the workmen or workman in question. | Sri V. Ramachandram
C/o A. Rajamouli Area Secy. Warangal Area
AITEU Line Staff & Group 'D' Karimnagar (A.P.) |
| (iv) Total number of workmen employed in the undertaking affected. | 100 |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | One |

The Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in sitting. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

On behalf of the management

On behalf of the Union

Sd/-

(M. Rajagopal Singh)
AE/Admn. O/o TDE,
Karimnagar for SDOT,
Karimnagar.

Sd/-

(A. Rajamouli)
Area Secretary
AITEU, Line Staff & Group 'D',
Warangal Area Karimnagar.

Witnesses

1. Sd/-

Sri Y.S.R. Murthy,
UDC, O/o ALC(C),
Mancherial.

2. Sd/-

Sri T. Kumara Sena, LDC.
O/o ALC(C) Mancherial.

CONSENT OF THE ARBITRATOR

Sub. I.D. between the management of Telecom Department, Karimnagar and their workman Shri V. Ramachandram ex-casual labour over alleged illegal termination of his services—Consent for Arbitration under Section 10-A reg.

Ref. ALC(C) Mancherial Letter No. 8/3/95/ALC/MCI dt. 16-6-1995

Please refer to your letter cited above. I am willing to act as an Arbitrator in the dispute between Shri V. Ramachandram (Workman) and SDOT, Karimnagar (Management).

Sd/-

(K. RAMAKRISHNA)
Dy. CLC(C)—Bangalore

[NO. L-40013/3/95—IR(DU)]

K.K.B. UNNY, Desk Officer.

नई दिल्ली, 21 जुलाई, 1995

(V) विवाद से प्रभावित श्रमिका एक प्रभावित होने वाले कामगारों की अनुमानित संख्या

का.आ. 2213—जबकि दूर संचार विभाग करीम नगर के प्रबंधन और उनके कामगार जिनका प्रतिनिधित्व अखिल भारतीय दूर संचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" करीम नगर द्वारा किया जा रहा है के बीच एक औद्योगिक विवाद विद्यमान है,

और जबकि, उक्त प्रबंधन और उनके कामगार, जिनका प्रतिनिधित्व अखिल भारतीय दूर संचार कर्मचारी संघ लाइन स्टाफ एवं ग्रुप "डी" द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उप-धारा (1) के अंतर्गत एक लिखित करार द्वारा उक्त विवाद को विभाजन हेतु मंजूर पर सहमत हो गये हैं तथा उक्त विभाजन करार की एक प्रति केन्द्रीय सरकार को अर्पित कर दी गयी है

अतः, अब, उक्त अधिनियम की धारा 10-क की उप-धारा (3) के, अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत)
के बीच

पक्षकारों के नाम

नियोजक के प्रतिनिधि	कामगार के प्रतिनिधि
उप-प्रभागीय कार्यालय दूर-संचार, करीमनगर-505001	श्री एस बेंकटराजू पूर्व नैमित्तिक श्रमिक मार्फत श्री ए. राजामोली, क्षेत्रीय सचिव वारंगल क्षेत्र, ए आई टी ई यू लाइन स्टाफ, ग्रुप "डी", म. नं. 6-1814, अशोक नगर, करीम नगर-505001

पक्षकार निम्नलिखित विवाद को विभाजन के लिए श्री के. रामाकृष्णा धन-मुख्य अमायुक्त (के.), बंगलूर के पास मंजूर के लिए सहमत हो गये हैं।

(1) विवाद का विधिगत मामला भा.एस. बेंकटराजू, पूर्व-नैमित्तिक श्रमिक की सेवाओं से 1-6-87 से अभिक्रियित गैर-सामूहिक रूप से छुट्टी

(ii) विवाद में शामिल पक्षकारों का द्वारा प्रतिष्ठान श्रमिकों उपश्रम का नाम और फोन नम्बर

(iii) कामगार का नाम यदि वह विवाद में स्वयं अंतर्ग्रस्त हो श्रमिक राजामोली, क्षेत्रीय सचिव, वारंगल क्षेत्र का नाम, यदि कोई कामगारों श्रमिक प्रकाश कामगार एवं ग्रुप "डी" करीमनगर (भा. प्र.) का प्रतिनिधित्व करता हो

(iv) उपर्युक्त निदेशों के अंतर्गत 100 कामगारों की कुल संख्या

ह./-

(एम. राजामोली सिंह)
स.अ./प्रशा., टी डी ई का
कार्यालय, करीमनगर
इले एस डी ओ टी
करीमनगर

ह./-

(ए. राजामोली)
क्षेत्रीय सचिव,
ए आई टी ई यू, लाइन स्टाफ
ग्रुप "डी",
वारंगल क्षेत्र
करीमनगर

साक्षी

1 ह./-

श्री आई. एस. आर. मूर्ति,
उ.ओ. नि., म. अमायुक्त (के.) का
कार्यालय, मांवेरियल

2 ह./-

श्री टी. कुमार सेना, अ.ओ. नि.,
म. अमायुक्त (के.) का कार्यालय,
मांवेरियल

विवाद का सहमति

विषय: दूर संचार विभाग, करीमनगर के प्रबंधन और उनके कामगार श्री एस. बेंकटराजू, पूर्व-नैमित्तिक श्रमिक के बीच अभिक्रियित गैर-कानूनी ढंग से उनकी सेवाएं समाप्त कर दिये जाने पर औद्योगिक विवाद द्वारा 10 क के अंतर्गत विभाजन के लिए सहमति के बारे में

सहमति: स. अमायुक्त (के.) मांवेरियल का दिनांक 18-6-95 का पत्र संख्या 8/3/95 ए.एल.सी. एम.सी.आई.

कृपया अपने उपर वर्णित पत्र का अवलोकन करें। मैं, श्री एस. बेंकटराजू (कामगार) और एस डी ओ टी, करीमनगर (प्रबंधन) के बीच औद्योगिक विवाद में विवादक के रूप में कार्य करने के लिए सहमत हूँ।

ह./

(के. रामाकृष्णा)
उप मुख्य अमायुक्त (के.), बंगलूर

[सं. एल-40013/4/95-आई.आर. (डी.यू.)]

(क बी जी 3डी) टैक्स अधिकारी

New Delhi, the 21st, July, 1995

S.O. 2213.—Whereas an industrial dispute exists between the management of Telecom Department, Karimnagar and their workman represented by the All India Telecom Employees Union, Line Staff & Group 'D', Karimnagar.

And Whereas, the said management and their workman represented by All India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of Section 10-A of the Industrial Disputes Act, 1947 (15 of 1947), agree to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement :

Now, Therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

Between

Name of the Parties

Representing Employer
The Sub-Divisional Office
Telecom, Karimnagar-505001

Representing Workman
Shri S. Venkataraju
Ex-Casual Labour, C/o Sri A. Rajamouli,
Area Secretary, Warangal Area, AITEU Line Staff,
Group 'D' H.No. 6-1-14, Ashok Nagar,
Karimnagar-505001.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (Central), Bangalore.

- | | |
|---|---|
| (i) Specific matter in dispute | Alleged illegal retrenchment from services of Sri S. Venkataraju Ex-Casual Labour w.e.f. 1-6-1987 |
| (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking. | The Sub-Divisional Officer Telecom, Karimnagar (AP) |
| (iii) Name of the workman in case he himself is involved the dispute of the name of the union, if any representing the workmen or workman in question | Sri S. Venkataraju
C/o A. Rajamouli, Area Secy. Warangal Area,
AITEU Line Staff & Group 'D' Karimnagar (A.P.) |
| (iv) Total number of workmen employed in the undertaking affected. | 100 |
| (v) Estimated number of workmen affected or likely to be affected by the dispute. | One |

The Arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in sitting. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

On behalf of the management

On behalf of the Union

Sd/-
(M. Rajagopal Singh)
(AE/Admn. O/o TDE,
Karimnagar for SDOT,
Karimnagar.

Sd/-
(A. Rajamouli)
Area Secretary
AITEU, Line Staff & Group 'D',
Warangal Area Karimnagar.

Witnesses

1. Sd/-
Sri Y.S.R. Murthy,
UDC, O/o ALC(C), Mancherial.
2. Sd/-
Sri T. Kumara Sena, UDC,
O/o ALC(C) Mancherial

CONSENT OF THE ARBITRATOR

Sub. I.D. between the management of Telecom Department, Karimnaga and their workman Shri S. Venkataraju ex-casual labour over alleged illegal termination of his services—Consent for Arbitration under Section 10-A reg.

Ref. ALC(C) Mancherial Letter No. 8/5/95/ALC/MCI dt. 16-6-1995

Please refer to your letter cited above. I am willing to act as an Arbitrator in the dispute between Shri S. Venkataraju (Workman) and SDOT, Karimnagar (Management).

Sd/-

(K. RAMAKRISHNA)
Dy. CLC(C)—Bangalore

[No. L-40013/4/95—IR(DU)]

K.V.B. UNNY, Desk Officer

नई दिल्ली, 31 जुलाई, 1995

AND

Their Workmen

APPEARANCES :

For the Employer : Shri B. M. Masurkar,
Advocate.

For the Workmen : Shri G. D. Samant,
Advocate.

Bombay, the 12th July, 1995

AWARD

Government of India Ministry of Labour by its letter No. L-16011/7/90-IR(DU) dated 9th May, 1991 had referred to the following Industrial Dispute for adjudication.

SCHEDULE

"Whether the action of the management of India Government Mint in differentiating the quantum of the incentive to the workmen of Examining in the Examining Deptt. and Uncurrent Deptt. for the month of February 1987, January 1988 and February 1988 and the workmen of sorting in the Anneling and Coining Department for the month of December 1987 and January 1988 is justified? If not, what relief the workmen are entitled to?"

2. The workmen contended that on 10-12-1985 a memorandum of settlement took place between the President of India through the General Manager, India Government Mint, Bombay and the President, Taksal Mazdoor Sabha, Bombay. An incentive scheme was introduced to help the workmen to earn more wages by increasing production in the existing working hours of above quota fixed under the above said memorandum

का.आ. 2214 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार मिल्स के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एल-16011/7/90-आईआर (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 31st July, 1995

S.O. 2214.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2 as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of India Govt. Mint and their workmen, which was received by the Central Government on 28-7-95.

[No. L-16011/7/90-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 2, BOMBAY
PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/4 of 1992

(Old Ref. No. CGIT-2/28 of 1991)

Employers in relation to the Management of India Government Mint, Bombay.

of settlement. It is aver that the incentive is a compensatory allowance for the work put by the workmen.

3. The workmen submits that whenever changes were made in the scheme in the year 1983, 1984 and 1985 the management had given notices intimating proposed changes to the workmen but in the present case while unilaterally reducing the quantum of incentive pay to the workmen in the examining and Annealing and Sorting department no notice was given to the workmen regarding proposed reduction in the incentive. This action of the management is illegal and against the principles of natural justice. It is aver that the production programme fixed by the management was a combined one for examining department and Uncurrent department but at the time of actual calculating quantum of incentive pay to the workmen. Two groups were separated and quantum of incentive paid to the workmen in examining department was reduced without giving any notice or intimation to workmen in the examining department and annealing department, sorting department.

4. The workmen contents that the management is required to issue an order notifying total number of sections for incentive scheme, fixing production target of various departments in particular month.

5. The workmen contended that there are about 100 workmen affected by the unilateral action and the management of India Government Mint in reducing the quantum of incentive to the workmen. The workmen contended that in view of the settlement if the change is to be effected, the General Manager has to issue such diary orders. The diary orders alleged to be made in June 1989 was in fact not passed by the General Manager. It is aver that the reduction of incentive in the Examining department during December 1987 to February 1988 was to the tune of a 53% and similarly reduction in the quantum of incentive in the sorting (of annealing) for December 1987 and January 1988 was to the tune of 20%. The workmen therefore submit that they are entitled to arrears of 54% of incentive and workmen of Sorting in the Annealing Department are also entitled for arrears of 20% incentive payment as stated above. It is submitted that there was no reduction in the work load and therefore there was no necessity

for the management to unilaterally reduce the quantum of incentive of the workmen.

6. The management by their written statement (Ex. '7') resisted the claim of the workmen. It is aver that the incentive scheme was introduced with an intention the workers of the Mint factory may benefit and at the same time overall production of coins may increased. There was also an intention for introduction of this scheme to encourage factory workers to reduce absenteeism and increase the production. This scheme was to benefit the Mint factory workers who were directly involved in production.

7. The management contended that the incentive payment is not a service condition of the workmen and cannot be a part of the wages. It is not in the nature of permanency. The incentive payment is made subject to additional production within normal working hours. It is, therefore, it cannot be termed as a compensatory allowance.

8. The management ascertained that the workers of Examining department did not achieve their coinage target by absenteeism and creating obstacles. This resulted in lesser average production. Uncurrent department was given full production as per the target but was being paid less as the combined production of both the Examining department and Uncurrent department were considered for payment of incentive which resulted injustice to the workmen of the Uncurrent department. To reduce the grievance it was decided to pay both the departments incentive payments based on produced achieve by them separately as per clause 4(6)(c) of the incentive agreement signed by the General Manager. The same was the case for sorting section of Annealing and coining department. Therefore that section has to be separated from other. It is submitted that the scheme was initially submitted for 3 years as per clause 7 of the Memorandum of settlements. It is therefore the change effected in the incentive scheme had been validly done. It is aver that incentive scheme is not a service condition. Therefore the provisions of section 9A of the Industrial Disputes Act has no application. It is submitted that the figures of reduction of incentive or examining or sorting department was perfectly legal and proper and the reference has to be answered in favour of the management.

9. The points that fall for my consideration and my findings thereon are as follows :

POINTS

FINDINGS

1. Whether the action of the management of India Government Mint in differentiating the quantum of the incentive to the workmen of Examining department and Un-current department for the month of December 1987, January 1988 & February, 1988 and the workers of sorting and Anneling department and coining department for the month of December, 1987 and January, 1988 is justified ?
2. If not, what relief the workmen the entitled to ?

Not justified

As per the order.

REASONS

10. Pandurang Chandu Vartak (Ex. '17') one of the workmen affirmed for 100 workmen who were affected by the alleged order of General Manager. As against that Md. S.K. Berma, Assistant Director (cost) (Ex.18) affirmed for the management.

11. Ex.9[1] is an agreement between recognized Trade Union of Mint workers and the General Manager of the Mint. On this basis group incentive scheme came into existence for the period of 3 years w.e.f. 28-12-1981. The object behind introduction of the scheme was to boost the existing level of production of the Mint and to help the workers of Mint to help additional monetary benefits without working for more than their existing weekly working hours that is 48 and to discourage absenteeism amongst the workers. The General Manager as per clause 10 of the said agreement has power to stop or reduce the incentive of an employee. If as per the report of the head of the section the employee is found wasting his time or creating obstacle in the smooth functioning of the incentive scheme by absenteeism or for any other reason whatsoever to reduce proportionately the rate of incentive of any section if the employee of that section fail to achieve the production proportionate to the rate of incentive to which they are entitled by virtue of the incentive being linked with the purpose of finishing department.

12. It is tried to argue on behalf of the management on the basis of the above said rule that the General Manager was within its powers to bifurcate the department which he had done. Pandurang affirmed that the General Manager had not issued any such orders of bifurcation in alleged. It is pertinent to note that Berma was asked to produce such orders in the cross-examination but he did not produce the same. The Learned Advocate for the workmen argued that the management had not forgotten that the decision of the General Manager has not been placed on the record nor any notification has been produced on the record by the management. As this is so the action which is taken appears to be arbitrary.

13. The case which is tried to made out by the management for effecting such a change is because of absenteeism in a particular group and obstruction for increase of production. It is rightly submitted that so far as absenteeism is concerned, even though the management has record it is not produce the same. Therefore it has to be held that there is no basis for the same. Another ground for effective such change was obstruction by that particular group resulting into the other group getting the lesser incentive. It is tried to suggest by the management that their complaints regarding the same and to redress those complaints the action was taken. No evidence is adduced by the management to support this contention. It has to be said that this evidence was in possession of the management and it is not produced. As it is not produced an adverse inference is to be drawn that they do not have such evidence and therefore it is not produced.

14. The change was effected for 3 months that is December, 1987, January 1988 and February 1988. Thereafter the pattern remain to be same like of earlier years. There is nothing on the record to show that why again the management had gone back to its earlier stands which was prior to December, 1987. As this is not so one has to say that the action which was taken by the management is arbitrary. There must be some reasons for separating these wings from each other. The answer given by the workmen appears to be reasonable. It is contended that the workmen join Kamgar Utkarsh Sabha leaving the Taksal Mazdoor Sangh resulted into this separation. The management to favour other union made this charge to teach lesson to the workers.

15. The powers under clause 10 of the agreement which are given to the General Manager cannot be used arbitrarily. It has to be said that when any power is to be used it should be with a rational thinking and logic behind it. The action

of the General Manager is challenged in this reference. Therefore it was necessary for the management to support that order with adequate evidence. The management had not done so. Under such circumstances it has to be said that their action is unjustified.

16. After coming to this conclusion I do not think it is necessary for me to dilate upon whether it was necessary for the management to issue notice of said change to the worker as contemplated under section 9A of the Industrial Disputes Act. It is also not necessary for me to discuss whether the incentive scheme can be said to be a service condition.

17. After coming to the above said conclusion now it is to be seen what reliefs the workmen are entitled to. They are entitled to the incentive as the others have received before separating those 2 wings. Vartak had affirmed that for those 3 months the workmen who worked in Examining department are entitled to 54 per cent incentive and those workmen who worked in Sorting Department are entitled to 20 per cent incentive. So far as these figures are concerned there is no cross-examination. I therefore find that those figures are correct. In the result I record my findings accordingly and pass the following order.

ORDER

1. The action of the management of India Government Mint in differentiating the quantum of the incentive to the workmen of Examining in the Examining & Uncurrent department for the month of February 1987, January 1988 and February 1988 and the workmen of Sorting in Anneling and Coining department for the month of December, 1987 and January 1988 is not justified.
2. The management is directed to pay 54 per cent incentive to the Examining department for December 1987 to February 1988 and 20 per cent incentive to Sorting department for December 1987 and January 1988 within 2 months from today.
3. The management to pay Rs. 300 as the cost of this reference to the worker.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 जुलाई, 1995

क्र.आ. 2215.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा के प्रबन्धतंत्र के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली

के पंचयत को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एन-41012/22/86—आईआरबी आई]
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 31st July, 1995

S.O. 2215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly., Kota and their workmen, which was received by the Central Government on the 28-7-85.

[No. L-41012/22/86-IRB1]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 43/88

In the matter of dispute between :

Shri Ram Bharose through
The Divisional Secretary,
Pashchim Railway Karamchari Parishad,
Bhimganjmandi,
Kota.

Versus

The Executive Engineer II
Railway Electrification, Western Railway,
Kota.

APPEARANCES :

Shri A.D. Grover for the workman.
Shri V. K. Sharma for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/22/86-D.II(B) dated 1st September, 1987 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Executive Engineer II, Railway Electrification, Kota in terminating Shri Ram Bharose Khalasi from service w.e.f. 20-12-1985 is legal & justified. If not to what relief and from what date, the concerned workman is entitled to?”

2. The case of the applicant according to the statement of claim was that he was engaged as casual khalasi from 10-2-82 and worked upto 20-12-85. He was claiming entitlement for ten-

porary status in terms of railway board better dated 1-6-84. He was removed/discharged from service vide order dated 20-12-85 on flimsy grounds of involvement of carelessness. The workman served the management for four years without any complaint and fulfilled all requisite conditions prescribed by the railway board as well as Hon'ble Supreme Court for becoming a temporary railway servant. His removal from the service was in violation of the provisions of section 25-F of the I.D. Act and natural justice. He was entitled in reinstatement with full back wages and continuity of service.

3. The Management in its reply alleged that the termination of the services of the workman was according to law and no action was taken by the management in violation of the rules and regulations of the railway board and he was as such not entitled to be reinstated.

4. The Management examined Shri S. C. Srivastava MW1 while the workman Ram Bharose appeared himself as WW1.

5. I have heard representatives for the parties and have gone through the record.

6. The grounds on which the workman challenged his termination were that he was not issued any show cause notice, no reasonable opportunity in the domestic enquiry as laid down in discipline and appeal rules was granted to him. He was in continuous service for more than 360 days but was not granted temporary status. He was not paid retrenchment compensation as provided under section 25-F of the Act as he had already completed 240 days. He should have been treated as temporary status holder by operation of law in terms of Gujarat High Court judgment.

7. The Management representative in reply to this objections/grounds of the workman alleged that the workman was neither entitled to grant of temporary status nor he was a temporary status holder. He was urged that even assuming that Ram Bharose had completed 360 days continuous services in railway electrification Kota upto 1-1-84, in terms of sub clause III of clause (bb) of para 5.1 of letter of the railway board, he becomes entitled to the grant of temporary status only w.e.f. 1-1-86 and not from earlier date. Since his services were terminated w.e.f. 20-12-85 i.e. prior to 1-1-86 the benefit of grant of temporary status could not have given to him. He was not in the employment on 1-1-86 from which date he was to be considered for temporary status. Ram Bharose as such was not entitled for grant of temporary status nor the question of his being temporary status holder arises.

8. The letter dated 11-9-86 of the railway board was issued after final judgment delivered by the Hon'ble Supreme Court in Inder Pal 1811 GI/95-11.

Yadav's case. This letter dated 11-9-86 has its prospective application and could not be given retrospective effect. I agree with the contention of the representative for the management and in view of the Hon'ble Supreme Court judgment in AIR 1970 page 703 laws were prospective in nature unless clearly made retrospective. This railway board's letter dated 11-9-86 does not give any right to Ram Bharose for grant of temporary status for the reason that this letter was issued after his termination on 20-12-85.

9. A perusal of the points show that even principles of natural justice were taken care of by the management in this case. The General Manager Western Railway Church Gate vide his letter dated 5-8-82 had given instructions to all concerned that although strict rules of discipline and appeal rules need not apply in the case of project casual labour but at least principles of natural justice should be followed. In this case a show cause notice dated 1-9-85 was served on the applicant who had submitted his detailed explanation on 24-9-79. The Executive Engineer Railway Electrification Kota had applied its mind and considered the facts and circumstances of this case vide speaking order dated 20-12-85. The Competent authority was not satisfied with the explanation and came to the conclusion that Ram Bharose was not a fit person to be retained in service as he was guilty of serious misconduct and negligence while discharging his duties as Chowkidar in the night of 12/13-8-95 at Saint Paul Siding at Kota. On the said night a theft was committed in which huge railway material (10 bags containing 50 panderol clips each) were stolen during the duty hours of the applicant and thus heavy financial loss was caused to the railways. It was due to the negligence and carelessness of Ram Bharose workman who was a chowkidar of the site on the said night.

10. Keeping in view the above circumstances and my discussion above I am of the opinion that though unfortunately the workman has since expired as per statement of his representative but his termination was justified and does not call for any interference at this stage. Parties shall bear their own costs of this dispute.

20th June, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2216.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे, शकूर वस्ती के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एल-41012/53/86—आईआरबी आर]

टी.जे. मार्शल, डेअडिक्टरी

New Delhi, the 31st July, 1995

S.O. 2216.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Sakur Basti and their workmen, which was received by the Central Government on the 28-7-1995.

[No. L-41012/53/86-JRBI]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 82/88

In the matter of dispute between :
Shri Tara Chand B-27, Rajpark.
Sultan Puri Ext., Nangloi,
Delhi-41.

VERSUS

The Sr. Civil Engineer (Construction).
Northern Railway, Shakur Basti.
New Delhi.

APPEARANCES :

Shri Partap Rai—for the workman.
Shri O. N. Moolri—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/53/86-D. II(B) dated 12 July, 1988 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the demand of Shri Tara Chand, ex-fero khalasi, for reinstatement by the management of Sr. Civil Engineer (Construction), Northern Railway, Shakur Basti, New Delhi with effect from 5-2-86 is justified If yes, to what relief the workman is entitled to ?"

2. The workman in his statement of claim has alleged that he was appointed as a casual Khalasi on 8-1-1971 after complying all formalities required under the railway rules on daily wages of Rs. 3.50 per day. He discharged his duties most satisfactorily and gave no chance of complaint to his superiors regarding his work. He worked upto December 1978 continuously without any break

in December, 1978, the workman was sent for medical examination and declared fail in order to avoid his regular absorption in the railway as well as for avoiding payment of compensation. It has been further alleged that in the statement of claim that in fact due to heavy work load the workman got occupational disease medical defect while working in the management. He was medically fit at the time of joining the services. His services were terminated in December, 1978 instead of making him payment of compensation and providing him medical facilities. The workman approached the Senior Civil Engineer D.P.O. Chief Welfare Inspector etc. but all in vein but due to the intervention of the Ministry of Railways he was again put to duties on 19-9-80 vide railway board letter dated 28-8-80. He again worked from 19-9-80 to October, 1985 and completed 5 years service in the management when he was again sent for medical examination but the medical authorities refused to examine him medically with the remarks that they had declared him unfit. Thereafter the workman came back and deposited medical memo and also reported for duty but was not permitted to join duty and was told that his services were no more required. The workman as such completed about 12 years of service. He obtained the status of permanent/temporary employee and his services could not be terminated without complying the rules and regulations of the railway. The termination of the workman was without compliance of Section 25-F of the I.D. Act which was illegal and having no force of law. It was prayed that the management may be directed to reinstate the workman with full back wages and continuity of service.

3. In the written statement the management alleged that the claim of the workman was highly belated and not maintainable as such. He was discharged from service being declared medically unfit in the lowest category of C. II and also for absconding and not submitting report of re-examination at his own repeated requests. He was found medically unfit in the lowest category and when repeatedly called upon to submit for re-medical examination report he did not do so and had absconded. He had no cause of action as he had not acquired the status of temporary employee. No violation of rules and regulations was done by the management and he had abandoned and for that reason he was discharged on medical grounds.

4. In support of its case the workman appeared himself as WW1 and the management filed documents Ex. R-1 to R-17.

5. I have heard representative for the parties and have gone through the record carefully. The management representative has urged that it was a clear cut case in which the workman was retrenched/discharged on medical ground as he was not medically fit. It was mandatory for an official to be taken in temporary employment if he was

medically fit as he was earlier working as daily rated employee. He had not attained the status of regular employee because the formalities of screening etc. was not done. He was summoned earlier in October, 1978 wherein he failed vide medical memo dated 9-10-77. He was again not considered fit vide medical memo No. 67 dated 22-1-79 which is the minimum standard for initial appointment in any category in the railway service. He was legally and validly discharged from casual service w.e.f. 4-12-78 being unfit for all classes/posts. He was given fresh engagement on the orders of the railway board vide letter dated 10-9-80. He worked only upto 30-9-84 and not upto October, 1985. In pursuance to the judgment of the Supreme Court orders were received in the year 1984 to grant temporary status to the employees after their passing the medical examination. On written request of the applicant vide Ex. R-3 dated 26-9-84 medical memo was issued to him wherein it was recorded that he was last medically examined on 10-1-79 and was declared not fit and it was further stated therein that in case employee was not fit in B-II category he may be examined for lower category but he did not get himself examined nor presented himself before the medical authorities. On 14-11-84 vide annexure R-6 the applicant refused to claim temporary status and sought to become regular employee which was contrary to law. On 29-11-84 the applicant again sought to be allowed for medical examination but he did not present himself. Again on 14-2-85 he sought to be examined himself in the lower category vide annexure R-10 and accordingly memo was issued which again was received back that since he had failed in C-II category the matter may be referred to the higher authorities. The applicant however, never presented himself for medical examination and the authorities thus had no option but to discharge him from service on medical unfitness in the lowest category.

6. The representative for the workman on the other hand has urged that the workman was declared medically unfit in the year 1978 and he was taken into employment again in 1980 and the management thus ignored its own medical certificate and he continued for 5 years in the fresh employment without any medical examination. They were stopped from taking shelter of the medical certificate and the termination of the workman amounted to retrenchment and not one month notice nor any wages in lieu thereof were paid to the workman. Hence the action of the management was not justified.

7. On careful perusal of the points urged before me I am of the definite opinion that the demand of Tara Chand workman in this case was not justified in as much as he was medically unfit and never was declared by any medical authorities fit for employment even in the lowest category. There can be no regularisation as far as medical examina-

tion is concerned and it does not fall in the category of retrenchment also. The workman representative has referred to SC judgment in CA No. 3563 of 1979 dated 24th April, 1980 Section 2(oo) of the I.D. Act contains the definition of the word retrenchment which is as under :

“2(oo) ‘retrenchment’ means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workmen on reaching the age of superannuation if the contract of employment between the employer and the workmen concerned contains a stipulation in that behalf; or
- (c) termination of the services of a workman on the ground of continued ill-health;”

8. According to the above referred judgment the retrenchment does not include termination of the services of the workman on the ground of continued ill-health. Thus it was a fit case where the workman repeatedly was declared unfit was given opportunities to present himself before the medical authorities for medical examination but he either did not appear before the authorities or was medically disqualified. It really shows that he was not medically fit for the job and was keeping continuously ill-health. He was not thus retrenched. The fact that he had worked as daily rated mazdoor for from 1980 to 1984 without the medical examination does not entitle him to get his services regularised or be made permanent for the said job. If any person has been given employment on any compassionate ground as a daily worker he does not become entitled for temporary status or regularisation of his services unless he fulfills all requirements for the said post.

9. In view of this situation, I am of the opinion that the workman was not justified in demanding regularisation of his employment with the management. Parties are, however, left to bear their own costs of this dispute.

GANPATI SHARMA, Presiding Officer
5th July, 1995.

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2217—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, बम्बई के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एल-41012/77/91-आईआरबी]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 31st July, 1995

S.O. 2217.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly., Bombay and their workmen, which was received by the Central Government on the 28-7-95.

[No. L-41012/217/91-IRB

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 2, BOMBAY
PRESENT :

Shri S.B. Panse,
Presiding Officer.

Reference No. CGIT-2/47 of 1992
Employers in relation to the management of
Western Railway, Bombay.

AND

Their Workmen

APPEARANCES

For the employer : Mr. V. Narayanan, Advocate.

For the workmen : Mr. M.B. Anchan, Advocate.

Bombay, dated 11th July, 1995.

AWARD (Part-I)

The Government of India, Ministry of Labour by its letter No. L-41012/77/91-IR(DU) dated 16th of July, 1992 had referred to the following Industrial Dispute for adjudication.

SCHEDULE

"Whether the action of the management of Western Railway, Bombay in terminating the services of Shri Kushal V. Painter is justified? If not, what relief he is entitled to?"

2. The Divisional Secretary of the Paschim Railway Karamchari Parishad filed the statement of claim for the workman painter. It is contended that the worker was the Secretary of All India Scheduled Caste & Scheduled Tribe Railway Employees Association. As an Official of the Union he used to make various representation to Railway Administration on behalf of the Scheduled Castes and Scheduled Tribe community. Because of his Trade Union Activities his superiors were not in good term with him. He made several complaints against the superior for harrasing the Scheduled Cast and Scheduled Tribe employees.

3. On 19-1-1989 the workman was absent from duty. He wanted to avail leave on 20-1-1989. He went to Sick Line on that day. He went to Sick Line Foreman's office to get his leave sanction. But the Foreman was not in his sit. It is therefore he presented leave application to Shri Jaman-das Mistry, Chief Train Examiner. He refused to accept the leave application of the workman and abused the workman for taking leave. Then there was an alteration. The workman left the office keeping the leave application on the table of Shri Mistry.

4. On 21-1-1989 the workman reported on duty and was allowed to work. At about 3.30 p.m. he was suspended by the Carriage and Wagon Superintendent by his letter dt. 21-1-1989 without any reason. Later on regular suspension order dt. 23-1-1989 was issued by the Divisional Mechanical Engineer and it was served on the workman on 30-1-1989. It was also without any reasons. Thereafter the workman was issued with a chargesheet dated 7-3-1989 which was served on him on 21-4-1989 for the alleged misconduct of abusing the senior supervisor. Subsequently an ex-party inquiry was held against him and on the basis of the Inquiry Officer's report he was removed from service w.e.f. 6-11-1989.

5. The union contended that the suspension order which was issued by the carriage and wagon superintendent is illegal. It is aver that no opportunity was given to the written statement in respect of the charges levelled against him. It is submitted that the Disciplinary Authority did not communicate the workman, the appointment of the Inquiry Officer as required under the Disciplinary and Appeal Rules. It is aver that the presenting officer was not appointed by the Disciplinary Authority. The Inquiry Officer acted as a Judge and the Prosecutor. For all these reasons the inquiry is vitiated.

6. It is submitted that the chargesheet in English language was issued to the workman which he does not know. On 24-4-1989 the workman requested the Disciplinary Authority for Hindi version of the chargesheet. Without supplying the Hindi version an Inquiry Officer was appointed and he fixed the inquiry on 25-7-1989. On that day the inquiry officer did not attend the inquiry and the

Inquiry was postponed by the Officer Superintendent to 26-7-1989 for getting the date fixed for the next date of inquiry. Instead of giving the next date on the very day the inquiry was started without giving the workman an opportunity to engage his representative. The workman denied the charges and requested for the postponement of the inquiry which was refused.

7. It is aver that in the absence of the workman the alleged statement were recorded by the Inquiry Officer and the workman was not given an opportunity to cross-examine them. It is submitted that the copies of the statements were not given to the workman and the evidence which was recorded during the alleged inquiry on 9-8-1989. It is submitted that the alleged inquiry was held in absence of the workman on 3-8-1989. It is submitted that the workman was given Hindi version of the chargesheet on 7-7-1989. That time also he was also not asked any explanation regarding the same or the defence council. It is submitted that the inquiry officer was bias against the workman and his findings are perverse. It is aver that the punishment which is awarded to the workman is disproportionate to the charges proved. It is submitted for all these reasons it may be declared that the termination of the services of the workman is malafide against the principles of natural justice and he is entitled to reinstatement in service with full backwages and continuity in service.

8. The management resisted the claim by the statement (Ex. '3'). It is aver that the reference is bad in law and is stale. It is submitted that the workman was chargesheeted for misconduct of abusing the superiors. It was aver that the inquiry held against the workman was according to the principles of natural justice. It is denied that the procedure was not followed as required under the law. It is ascertained that the workman was not cooperating with the inquiry and was obstructing the same for one reason or the other. It is submitted that the findings arrived at by the Inquiry Officer was perfectly proper and legal and the punishment awarded by the Disciplinary Authority on its basis is just and legal.

9. The management contended that the workman preferred an appeal against the removal which was rightly rejected.

10. The management denied that as the workman was office bearer of the union the officers had acted bias against him. It is denied that mistry refused to accept the application of the workman and abused the workman for taking leave. It is submitted that the workman abused the Mistry the Officer, in a bad language and thereafter there

was some altercation between them and then worker left the room keeping the leave application on Mistry's table. It is aver that the suspension order did not give any reason for the suspension. The management denied that the statements were recorded in absence of the workman and he was not given an opportunity to file the written statement. The management denied all the allegation which were made in respect of the domestic inquiry. It is asserted that the filthy language was used by the workman against the superior. The punishment which was awarded to him for finding him guilty is just and proper and legal. It is asserted that statutory rules are strictly followed and under these circumstances the workman has no cause of action. It is aver that the action of the management is perfectly justified and the workman is not entitled to any relief.

11. The issues that fall for my consideration and my findings thereon are as follows :

Issues	Findings
1. Did the workman prove that the departmental inquiry which was held against him was against the principles of natural justice ?	Yes.
2. Did he further prove that the findings of the Inquiry Officer are perverse ?	Yes
3. Whether the action of the management of Western Railway Bombay in terminating the services of Kushal V. Painter is justified ?	To be answered in part-II Award.
4. If not what relief he is entitled to	To be answered in part-II Award.

REASONS

12. Kushal V. Painter (Ex. '7') the worker affirmed in respect of the domestic inquiry. He affirmed that a chargesheet dt. 7-3-1989 was served on him on 21-4-1989 it was in English. He then requested to translate in Hindi version by letter dt. 24-4-1989. He affirmed that the Hindi version was not given to be him before the inquiry was started. There is no cross-examination of the worker on this point.

13. Rule 7(3) of the Official Language Rules 1976 provides that a chargesheeted workman is entitled to Hindi version of the chargesheet. The rule states as follows :

"7(3) Where an employee desires any order or notice relating to service matters (including disciplinary proceedings) re-

quired to be served on him to be in Hindi, or, as the case may be, in English, it shall be given to him in that language without undue delay."

This clearly go to show that the management had not complied with the statutory provisions in respect of the departmental inquiry which creates a flaw in the same.

14. The worker affirmed that the inquiry was conducted in undue hasten. The Inquiry Officer had not waited for filing of his written statement in respect of the chargesheet. He affirmed that he was not given to understand that he can appoint a defence representative nor he was allowed to do so. He further affirmed that he was not explained the procedure in respect of the inquiry. So far as this version of the worker is concerned there is no cross-examination except that it is suggested that he was given an opportunity in the departmental inquiry which he denied. After going through the inquiry proceeding which are at Ex. '5/5' it does not reveal that the worker was given an opportunity to cross-examine and he declined to do so. It is common knowledge that nowadays in an inquiry proceedings when statement of witnesses are recorded a signature of the defence council or the worker concerned are obtained on the same. No such signature appear to have taken from the worker. It is pertinent to note that the worker had affirmed that the statements were recorded behind his back and he was asked to sit outside the room when they were recorded. I find substance in it.

15. Painter affirmed that he was not given copies of the statements of the witness and the proceedings of the inquiry which was held on 9-8-1989. There is no record to show that he was provided with copies of all that proceedings. For all these reasons it appears that the domestic enquiry which was conducted against the workman is against the principles of natural justice.

16. The Inquiry Officer had arrived at conclusion that the charge which was levelled against the worker was proved. It is because of the proceedings which was conducted by him. As I have come to the conclusion that the inquiry was against the principles of natural justice naturally the findings which are arrived at are perverse and not logical.

17. It is well settled law that when an order of dismissal or any punishment is given on the basis of the domestic inquiry then in that case the preliminary issue in respect of the conduct of the domestic inquiry has to be framed. If that issue is answered against the management the management has to be given an opportunity to led evidence and justify its action. It is with a sole intention that the management should not start fresh inquiry

again on its basis. As I have answered the issues in favour of the worker the management has to be given an opportunity to led evidence to substantiate their case. It needless to say that the worker has also to be given an opportunity to substantiate his claim.

ORDER

1. The departmental inquiry which was held against the worker was against the principles of natural justice. It is therefore the management is allowed to led evidence in support of their action.

2. The worker is also entitled to led evidence if he chooses.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2218.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ़ बीकानेर एंड जयपुर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एल-12012/254/89 आईआरबीआई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 31st July, 1995

S.O. 2218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal. Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the central Government on 28-7-95.

[No. L-12012/254/89-IRBI]

P. J. MICHAEL, Desk Officer.

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PLACE ROAD,

KANPUR

Industrial Dispute No. 116 of 1986

In the matter of dispute between :

Sri Bhushan Chandra Pandey
C/o Sri S. S. Shukla
37 Sheo Charan Lal Road.
Union Bank of India Chowk.
Allahabad

And

The Regional Manager
State Bank of Bikaner & Jaipur
42 Community Centre
Post Box No. 1
Naraina Phase I
New Delhi.

AWARD

1. Central Government, Ministry of Labour, vide its notification no. L-12012/254/89-D.II(A) dated 7-10-86 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of State Bank of Bikaner and Jaipur in terminating the services of Sri Bhuwan Chandra Pandey, Peon Varanasi Branch, w.e.f. 24-6-84 and not considering him for further employment under sec. 25H of the I.D. Act is legal and justified? If not, to what relief the workman concerned is entitled?

2. The concerned workman in his claim statement has alleged that he was recruited as a peon on regular and permanent basis by the opposite party State Bank of Bikaner & Jaipur on 5-4-84 in their Varanasi Branch. He worked on this post upto 23-6-84. Thereafter his services were terminated w.e.f. 24-6-84. After the termination of his services, Raj Kishore, Raiu, Nand Lal, Aniani Kumar Chaurasiya and Hanuman Prasad have been employed from time to time but no prior opportunity was given to the concerned workman offering employment. In this way there has been breach of section 25H I.D. Act. As such the termination order is illegal and he is entitled for reinstatement with back wages.

3. The management has filed written statement in which it has been alleged that the concerned workman was employed for a fixed period and his services came to end by efflux of time. As such it is not a case of retrenchment. Hence sec. 25H I.D. Act, is not applicable. It is also alleged that later on opportunity was given to the workman alongwith others to appear in the test for regular recruitment but the workman failed. Hence, he has no right whatsoever.

4. The workman has filed rejoinder, in which he has denied the allegations made in the written statement.

5. In support of his case, the concerned workman has filed his affidavit whereas the management has filed affidavit of R D Duggal. But he was not submitted for cross-examination. Later on

the management was debarred from giving evidence. The management beside filing other papers has also filed the copies of appointment letters which are annexure 1 to 3 of the written statement.

6. The concerned workman in his affidavit has alleged that he was appointed to do the work of permanent nature on regular basis. This fact is belied by annexure I to annexure III. Annexure I is the memorandum dated 6-4-84, by which the applicant was appointed temporarily as peon for 30 days from May 84. Annexure 2 is the another memorandum dated 4-5-84 by which he was re-employed for 30 days and its term was expired on 30-6-84. Subsequently by annexure 3 a fresh appointment was given for 20 days w.e.f. 4-6-84 which expired on 23-6-84. From the above review of appointment letters it is obvious that the concerned workman was appointed for a fixed term. It is not disputed that no termination order was passed. Rather services of the concerned workman came to an end after expiry of period of service as contained in annexure 3. It is well settled law that even before the incorporation of sec. 2(oo)(bb) of I.D. Act that cessation of service because of efflux of time does not amount to retrenchment. In the instant case it will all the more not a case of retrenchment as period of service is for very brief period. As such discarding the evidence of concerned it is held that the concerned workman was not appointed on a regular and permanent post and that his appointment was for fix period. His cessation of work does not amount to retrenchment.

7. As regards applicability of section 25H of the Act a careful perusal of this provision would go to show that the instant case is not a case of retrenchment. In other words when workman is retrenched according to provisions of Industrial Disputes Act, only then he can claim the benefit of section 25H of the Act. In the instant case it has already been held that the concerned workman was not actually retrenched, hence section 25H of the I.D. Act would not be applicable to his case.

8. Accordingly he will not be entitled for benefit of this section. So far first part of the reference is concerned it is answered in the affirmative and it is held that the applicant is not entitled to any relief.

9. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 31 जुलाई, 1995

का.आ. 2219—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दूल रेलवे, के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-7-95 को प्राप्त हुआ था।

[संख्या एल-41011/38/89-आई आर बी आई]
पी.जे. माइकल डेस्क अधिकारी

New Delhi, the 31st July, 1995

S.O. 2219.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Rly., Agra Cantt. and their workmen, which was received by the Central Government on the 28-7-95.

[No. L-41011/38/89-IRBII
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI K. SRIVASTAVA PRESIDING
OFFIER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM - LABOUR - COURT
PANDU NAGAR DEOKI PALACE ROAD,

KANPUR

Industrial Dispute No. 107 of 1990

In the matter of dispute between —

PRESIDENT :

Chaturth Shreni Rail Mazdoor Congress
2/236 Namneir Agra.

AND

Chief Yard Master
Central Railway Agra Cantt.

AWARD

1. Central Government Ministry of Labour vide its notification no. L-41011/38/89/LR. (DU) dated 29-3-90, has referred the following dispute for adjudication to this Tribunal—

“Whether the Chief Yard Master, Central Rly. Agra Cantt was justified in terminating the services of S/Sri Mohan Singh, Ram Swaroop, Sita Ram and what relief the workmen were entitled to ?

2. In this reference there are 4 workmen viz. Mohan Singh, Ram Swaroop, Sita Ram and Mithlesh Kumar. In the claim statement it has been alleged that Ram Swaroop and Mithlesh Kumar were appointed on 8-3-86 whereas Mohan Singh

and Sitaram were appointed on 13-3-86. They continued to work upto 2-10-87, when they made claim for all facilities and wages which were being given to a regular workman doing the same nature of work, the employer Chief Yard Master Central Railway Agra Cantt dispensed with their services. This termination order is bad in law as no notice and retrenchment compensation was given to them and further junior to him such as Man Singh and Dhanvir Singh were retained in service. It has also emerged out that they were holding the post of Points man.

3. The railway has filed written statement alleging that railway administration is not an industry and the case is barred by sec. 14 of Central Administrative Tribunal Act, 1985. Nothing has been said on merits. In other words factual allegations made have not been specifically not been denied by the employer. The concerned workman has filed rejoinder in which nothing fresh has been said. It may also be mentioned that in support of their case the concerned workmen have filed affidavit of Sitaram. Whereas opposite party has not filed any evidence inspite of opportunity.

4. In the first place it will be considered if the concerned workmen had continuously worked from the date of their respective appointment till 2-10-87. It has already been seen that the concerned workman has made specifically allegations in this regard showing the date of appointment (Mohan Singh appointed on 19-1-77, Ram Swaroop 18-6-79, Sita Ram 21-1-77, and Mithlesh Kumar 19-10-79) which has not been specifically denied by the railway in any way. Hence as envisaged by order 8 Rule 5 C.P.C. I take as admitted fact that the concerned workmen were appointed from the dates as alleged in para 4 of their written statement and continued to work upto 2-10-87. Apart from this there is un rebutted evidence of Sita Ram. On the basis of above facts I have no hesitation in holding that the concerned workmen had completed more than 240 days in a calendar year preceding the date of his termination and as such they are entitled to benefit of sec. 25F of I.D. Act. Admittedly, no notice pay and retrenchment compensation have been paid to them as such their termination is bad in law.

5. In view of the above, I have no hesitation in holding that the services of the concerned workmen have illegally been terminated by the railway. Accordingly my award is that they are entitled for reinstatement. They are also entitled for back wages. It is also ordered that the railway administration shall pay Rs. 200 as costs to the concerned workmen.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 अगस्त, 1995

ORDER

अधिसूचना

का.आ. 2220—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व/स विन्सन्, बम्बे, के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-95 को प्राप्त हुआ था।

[संख्या एल-31011/24/90-आई आर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 1st August, 1995

S.O. 2220.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Vinsons, Bombay and their workmen, which was received by the Central Government on the 31-7-95.

[No. L-31011/24/90-IR(MISC)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 2, BOMBAY PRESENT :

Shri S.B. Panse Presiding Officer.
Reference. INT. CGIT-2/2 of 1991

Employers in relation to the management of
M/s. Vinsons, Bombay

AND

Their Workmen

APPEARANCES :

For the Employer : Shri C.S. Samant, Advocate.

For the Workmen : Shri M.B. Anchan, Advocate.

Bombay, dated 17th July, 1995

AWARD

The Government of India Ministry of Labour by its letter No. L-31011/24/90-IR(Misc) dated 16th of May, 1991 had passed an order and referred the matter for interpretation for the settlement dt. 12-6-1989. The order is in the following term :

1811 GI/95—12

Whereas, in the opinion of the Central Government, a doubt arises as to whether the settlement signed between all Major Port Trusts and Dock Labour Boards and 4 Federations of Part and Dock Workers on 12-6-1989 is binding on M/s. Vinsons, Bombay.

Now, therefore, in exercise of the powers conferred by Section 36-A of the Industrial Disputes Act refers the said question to the Central Government hereby Industrial Tribunal, No. 2, Bombay for decision in accordance with the provisions of sub-section (2) of Section 36-A of the said Act. The said Tribunal shall give its decision within a period of three months.

2. The parties to the dispute filed a statement of claim (Ex. '2') Gopinath Padwal and Vazirani filed an affidavit at Ex. '7 & 8'. But as the matter is being settled between the parties. It is not necessary for me to give the details of statement of claim and the history behind the settlement.

3. The parties have filed the terms of settlement at Ex. '9'. Mr. Anchan the Learned Advocate for the Union and Mr. Samant the Learned Advocate for the management had signed the same. The parties have also signed it.

They admit the terms of the settlement. I accept the same and pass the following order.

ORDER

1. The management has agreed to increase lump-sum in the salary of the Barge workmen by Rs. 300/- per month with effect from 1-1-1991 for those who are in service on the date of settlement.
2. The arrears arising out of the said settlement will be paid to the workmen within one month from the date of publication of the Award in the Gazette.
3. The General Secretary of National Dock's Union, The National Dock Workers' Union or its office bearers will not interfere in the said settlement.

S. B. PANSE, Presiding Officer

नई दिल्ली, 1 अगस्त, 1995

ORDER

का.आ. 2221—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार म/स. हिलसन एंड डिनशाव प्राइवेट लिमिटेड, के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बे, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-95 को प्राप्त हुआ था।

[संख्या एन-31011/20/90 आईआर(विविध)]
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 1st August, 1995

S.O. 2221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Hill Son & Dinshaw Pvt. Ltd. and their workmen, which was received by the Central Government on the 31-7-95.

[No. L-31011/20/90-IR(Misc)]
B. M. DAVID, Desk Officer
ANEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NO. 2, BOMBAY
PRESENT :

Shri S.B. Panse, Presiding Officer.
Reference No. INT. CGIT-211 of 1991
Employers in Relation to the Management
of M/s. Hill Son & Dinshaw Pvt. Ltd.,

AND

Their Workmen

APPEARANCES :

For the Employee : Mukta V. Shetti Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate.

Bombay, Dated 13th July, 1995

AWARD

The Government of India Ministry of Labour by its letter No. L-31011/20/90-IR(Misc) dated 9th of May, 1991 passed an order in the following words.

Whereas, in the opinion of the Central Government, a doubt arises as to whether the settlement signed between all Major Port Trusts and Dock Labour Boards and 4 Federations of Port and Dock Workers on 12-6-1989 is binding on M/s. Hill Son & Dinshaw Pvt. Ltd. Bombay.

Now, therefore, in exercise of the powers conferred by Section 36-A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said question to the Central Government Industrial Tribunal, No. 2, Bombay for decision in accordance with the provisions of sub-section (2) of Section 36-A of the said Act. The said Tribunal shall give its decision within a period of three months.

2. After receipt of the said order the concern parties were served with the notices. The Managing Director for Hill Son & Dinshaw Pvt. Ltd., filed a statement of claim. The matter was adjourned for filing written statement of the other party. Instead of filing the written statement both the parties have filed terms of settlements at Ex. '8'. As this is so it is not necessary for me to give in detail what is the statement of claim. My Learned Predecessor had framed issues at Ex. '4'. It is also not necessary to give the findings on the issues as the matter is settled.

3. The statement Ex. '3' dt. 13-7-1995 is signed by Mr. Anchan, the Advocate of the workmen and Mukta V. Shetti Advocate for the Company and also by Managing Director. Then agree for the terms of settlement. In view of it the question is answered in terms of the settlements.

ORDER

1. The management agreed to pay a sum of Rs. 400/- Per Month from 1st January, 1988 to 15th April, 1992 to Shri J. M. Koli and Shri S. S. Kushe. Launch Sarang and driver respectively and a sum of Rs. 400/- per month from 1st January, 1988 to 10th January, 1990 to Shri N. N. Mokari (expired) Driver, in full and final settlement of their dues in the above matter.
2. The management agreed to pay a sum of Rs. 300/- per month the following Launch Khalasis.

1. Shri J. A. Wasta from 1-1-1988 to 31-3-1990.
2. Shri M. S. Gunjal from 1-1-1988 to 19-5-1991.
3. Shri S. S. Koyande from 1-1-1988 to 23-8-1990.
4. Shri M. N. Mokari from 1-1-1988 to 15-4-1992.
5. Shri S. L. Bhagat from 1-1-1988 to 13-8-1990.
in full and final settlement of their claims in the above reference.
3. The management agreed to pay a sum of Rs. 125/- per month to Shri Yusuf Ali Mazgaonkar (Peon) from 1-1-1988 to 13-8-1990 in full and final settlement of all his claim.
4. The settlement is in full and final settlement of all the claim of the workmen concerned in the above reference and the Union will not put forward any claims whatsoever in respect of any workmen in the above reference.
5. The management agrees to pay the amount arising out of the settlement to the workmen concerned within three (3) months time as from the filing of this consent terms.
6. Since the matter has been settled amicably, both the parties pray that the above reference may be disposed off in terms of the said settlement.

S. B. PANSE, Presiding Officer

